

Registered Number 387932

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 1985 AND 1989

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

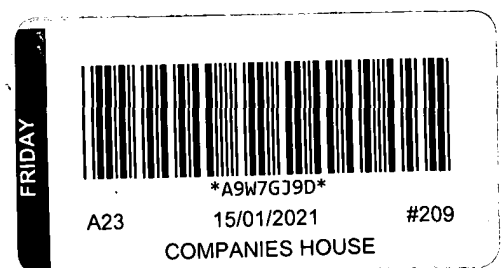
**OF**

**UNIVERSITIES & COLLEGES CHRISTIAN FELLOWSHIP**

**Incorporated the 1<sup>st</sup> day of June 1944  
(as the Inter-Varsity Fellowship Trust Limited)**

Anthony Collins Solicitors  
St Philip's Gate  
5 Waterloo Street  
Birmingham  
B2 5PG

Ref: SXPW U079 22001



# **MEMORANDUM OF ASSOCIATION OF UNIVERSITIES & COLLEGES CHRISTIAN FELLOWSHIP**

(As altered by Special Resolutions passed 13 June 1950, 2 October 1985, 5 February 1987,  
12 October 1999, 29 September 2004 and 19 November 2020.)

## **1 NAME**

The name of the Company is the Universities & Colleges Christian Fellowship.

## **2 REGISTERED OFFICE**

The Registered Office of the Company will be situate in England.

## **3 OBJECTS**

The Company's objects are:-

3.1 to advance the evangelical Christian faith among students in universities, theological colleges, training colleges, technical colleges and other similar institutions in Great Britain and in all other parts of the world provided that the phrase 'Evangelical Christian Faith' shall be interpreted to mean the fundamental truths of Christianity, as revealed in Holy Scripture, including:-

3.1.1 there is one God in three persons, the Father, the Son and the Holy Spirit;

3.1.2 God is sovereign in creation, revelation, redemption and final judgement;

3.1.3 the Bible, as originally given, is the inspired and infallible Word of God. It is the supreme authority in all matters of belief and behaviour.

3.1.4 since the fall, the whole of humankind is sinful and guilty, so that everyone is subject to God's wrath and condemnation;

3.1.5 the Lord Jesus Christ, God's incarnate Son, is fully God; he was born of a virgin; his humanity is real and sinless; he died on the cross, was raised bodily from death and is now reigning over heaven and earth;

3.1.6 sinful human beings are redeemed from the guilt, penalty and power of sin only through the sacrificial death once and for all time of their representative and substitute, Jesus Christ, the only mediator between

them and God;

- 3.1.7 those who believe in Christ are pardoned all their sins and accepted in God's sight only because of the righteousness of Christ credited to them; this justification is God's act of undeserved mercy, received solely by trust in him and not by their own efforts;
- 3.1.8 the Holy Spirit alone makes the work of Christ effective to individual sinners, enabling them to turn to God from their sin and to trust in Jesus Christ;
- 3.1.9 the Holy Spirit lives in all those he has regenerated. He makes them increasingly Christlike in character and behaviour and gives them power for their witness in the world;
- 3.1.10 the one holy universal church is the Body of Christ, to which all true believers belong;
- 3.1.11 the Lord Jesus Christ will return in person, to judge everyone, to execute God's just condemnation on those who have not repented and to receive the redeemed to eternal glory

together all in their clear and plain meaning without reservation with such other statements as the Trust Board shall from time to time and at any time determine reflecting the historic Christian Faith as set forth in Holy Scripture provided always that any changes in this Clause 3.1 shall be subject to the prior written consent of the Charity Commission.

- 3.2 to advance the evangelical Christian faith (defined as aforesaid) among graduates and former members of universities, theological colleges, training colleges, technical colleges and other similar institutions, and among members of and students for the learned professions in Great Britain and in all other parts of the world.
- 3.3 to promote Biblical scholarship and research by providing money for lectures, employing and paying the expenses of persons engaged in research which will contribute to a right understanding of Holy Scripture providing and maintaining a research library, subsidising or paying for publications of value to research, and other similar means.

#### **4 POWERS**

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

### **Staff and Volunteers**

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

### **Property**

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

### **Borrowing**

- 4.7 borrow and give security for loans (subject to the restrictions of the Charities Act 1993);

### **Grants and Loans**

- 4.8 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 raise funds, to invite and receive contributions;

### **Trading**

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

### **Publicity**

- 4.11 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 promote or carry out research and publish the results of it;

### **Contracts**

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

### **Bank or building society accounts**

- 4.14 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 invest the money of the Company in any investments, shares, securities or property (real or personal) of any nature (including investments involving liability and those not producing income) and in any location that the Trust Board decides;
- 4.16 delegate to an investment manager power at his discretion to buy and sell investments for the Company in accordance with the investment policy laid down by the Trust Board but only on the basis that:-
- 4.16.1 the investment manager is a person who the Trust Board is satisfied after inquiry is a proper and competent person to act in that capacity and who is either:-
- 4.16.1.1 an individual of repute with at least fifteen years' experience of investment management who is an authorised person within the meaning of the Financial Services Act 1986; or
- 4.16.1.2 a company or firm of repute which is an authorized or exempted person within the meaning of the Financial Services Act 1986 otherwise than by virtue of Section 45(1)(j);
- 4.16.2 the Trust Board:-
- 4.16.2.1 informs the investment manager in writing of the extent of the Company's investment powers;
- 4.16.2.2 lays down a detailed investment policy for the Company and immediately informs the investment manager in writing of it and of any changes to it;
- 4.16.2.3 ensures that the terms of the delegated authority are clearly set out in writing and notified to the investment manager;

- 4.16.2.4 ensures that it is kept informed of, and reviews on a regular basis, the performance of its investment portfolio managed by the investment manager and the exercise by him of his delegated authority;
  - 4.16.2.5 takes all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;
  - 4.16.2.6 reviews the appointment at such intervals not exceeding 24 months as it thinks fit; and
  - 4.16.2.7 pays such reasonable and proper remuneration to the investment manager including commission, fees and/or expenses earned by the investment manager but only to the extent that they are disclosed to the Trust Board and agrees such proper terms as to notice and other matters as the Trust Board decides and as are consistent with the terms of this clause;
- 4.16.3 the agreement with the investment manager:-
- 4.16.3.1 requires the investment manager to comply with the terms of his delegated authority;
  - 4.16.3.2 requires the investment manager not to do anything which the Company does not have the power to do;
  - 4.16.3.3 allows the Trust Board with reasonable notice to revoke the delegation or vary any of its terms in a way which is consistent with the terms contained in this Clause; and
  - 4.16.3.4 allows the Trust Board to give directions to the investment manager as to the manner in which he is to report to it all sales and purchases of investments made on its behalf;
- 4.17 make such arrangements as the Trust Board think fit for any investments of the Company or income from those investments to be held by a corporate body which is incorporated in England and Wales (or which has established a branch or a place of business in England or Wales) as the Company's nominee and to pay reasonable and proper remuneration to that corporate body;

### **Insurance**

- 4.18 insure the assets of the Company to such amount and on such terms as the Trust Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Trust Board decides (without necessarily having to restore the asset);
- 4.19 insure and to indemnify its employees and voluntary workers from and against all risks incurred in the proper performance of their duties;
- 4.20 take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;
- 4.21 take out indemnity insurance to cover the liability of the Trustees and officers of the Company who are not Trustees for negligence, default, breach of duty or breach of trust in relation to the Company but this insurance may not extend to:
  - 4.21.1 any claim arising from any act or omission which a Trustee or officer knew was a breach of duty or breach of trust or which was committed by a Trustee or officer in reckless disregard of whether it was a breach of duty or breach of trust or not; or
  - 4.21.2 the costs of an unsuccessful defence to a criminal prosecution brought against a Trustee or officer in his capacity as a Trustee or officer of the Company;

### **Other Organisations**

- 4.22 establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include any one or more of the Objects or to carry on any other relevant charitable purposes;
- 4.23 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;
- 4.24 amalgamate with any charity which has objects similar to the Objects and in particular (but without limitation) to accept a transfer of the assets and undertakings of UCCF upon such terms as the Trust Board may see fit;
- 4.25 undertake and execute any charitable trusts;
- 4.26 affiliate, register, subscribe to or join any organisation;
- 4.27 act as agent or trustee for any organisation;

### **Reserves**

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

### **General**

- 4.29 do anything else within the law which promotes or helps to promote 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 Clause 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 no Trustee may receive directly or indirectly any payment of money or benefit from the Company.

### **5.2 Benefits to Company Members**

For the avoidance of doubt nothing in Clause 5.1 is to prevent the following payments to Company Members:

#### **Rent**

- 5.2.1 payment of reasonable and proper rent for premises let to the Company by a Company Member;

#### **Interest on organisation's loans**

- 5.2.2 payment of reasonable and proper interest on money lent by any Company Member;

#### **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 the payment of reasonable and proper out of pocket expenses to those 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;

### **Employment of Company Members**

5.2.5 the reasonable remuneration of or grant of a benefit to a Company Member who is not a Trustee in respect of his employment by the Company in exceptional circumstances.

### **5.3 Benefits to Trustees**

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 the payment of 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 Clause 4.21;

#### **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 payment of reasonable and proper interest on money lent by any Trustee to the Company;

5.3.7 a reasonable rent or hiring fee for property let or hired by any Trustee to the Company;

#### **Professional Fees**

5.3.8 the usual professional charges for business done by any Trustee who is

a solicitor, accountant or other professional or by his firm when instructed by the Company to act in a professional capacity on its behalf provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his appointment or remuneration or that of his partner is under discussion;

#### **Exceptional Circumstances**

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

#### **5.4 Amendments**

This Clause 5 may not be amended without the prior written consent of the Charity Commission.

### **6 LIMIT OF LIABILITY**

The liability of the Company Members is limited.

### **7 GUARANTEE**

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 the costs of winding up the Company and liabilities incurred whilst the contributor was a Company Member.

### **8 WINDING UP**

8.1 The Company may be wound up only pursuant to a resolution of the Company Members passed by at least a 75% majority of those Company Members present and voting at a meeting called for the sole purpose of discussing such a resolution.

8.2 If a resolution to wind up the Company is passed in accordance with Clause 8.1 then any property remaining after all the Company's debts and liabilities have been satisfied must be applied to another charitable organisation which has objects similar to the Objects.

8.3 The charitable organisation to which the Company's property is transferred under Clause 8.2 is:-

8.3.1 to be nominated by the Company Members at or before the time of dissolution;

8.3.2 in default of any nomination under Clause 8.3.1 to be selected by the Charity Commission.

8.4 Subject to Clauses 8.2 and 8.3 any property remaining must be used for other charitable purposes similar to the Objects.

## **9 INTERPRETATION**

Article 1 of the Articles is to apply to the Memorandum in the same way that it applies to the Articles.

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**We, the subscribers to the Memorandum of Association, wish to be formed into a company, in pursuance of the Memorandum.**

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| <b>Name of Subscribers</b> | <b>Address</b>                                             | <b>Description</b>                   |
|----------------------------|------------------------------------------------------------|--------------------------------------|
| John T Aitken              | University College<br>London                               | Registered Medical Practitioner      |
| Basil F C Atkinson         | College House<br>Grange Road<br>Cambridge                  | Librarian                            |
| Oliver R Barclay           | Trinity College<br>Cambridge                               | Gentleman                            |
| Ivor Crouch                | Idaho<br>Orchehill Avenue<br>Gerrards Cross, Bucks         | Company Director                     |
| J W Laing                  | Fair Holme<br>Marsh Lane<br>Mill Hill, London NW7          | Building & Engineering<br>Contractor |
| D Martyn Lloyd-Jones       | 2 Colebrook Avenue<br>Ealing<br>London W13                 | Minister of Religion                 |
| A M Stibbs                 | The Farmhouse<br>Oak Hill College<br>Southgate, London N14 | Clerk in Holy Orders                 |

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**Dated this tenth day of May 1944**

**Witness to the above signatures:-**

**Olive B Hitchcock**

**106 St Dunstan's Avenue  
Acton, London W3**

**Spinster**

# ARTICLES OF ASSOCIATION OF UNIVERSITY & COLLEGES CHRISTIAN FELLOWSHIP

## PART A. INTRODUCTION

### 1 INTERPRETATION

#### 1.1 In these Articles:

|                      |                                                                                                                                                                                                                                                                                  |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "the Act"            | means the Companies Act 1985                                                                                                                                                                                                                                                     |
| "AGM"                | means an annual general meeting of the Company                                                                                                                                                                                                                                   |
| "the Articles"       | means these Articles of Association of the Company                                                                                                                                                                                                                               |
| "Business Day"       | means any day other than a Saturday, Sunday or a bank holiday                                                                                                                                                                                                                    |
| "Chair"              | means (subject to the context) either the person elected as chair of the Company under Article 22 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 Trust Board Meeting or General Meeting at the time |
| "Charity Commission" | means the office of the Charity Commissioners for England and Wales or any successor body thereto                                                                                                                                                                                |
| "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 Trust Board exercising powers delegated to it by the Trust 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                                                                                      |
| "Doctrinal Basis"          | means the doctrinal basis of the Company as set out in Clause 3.1 of the Memorandum                                                   |
| "EGM"                      | means an extraordinary general meeting of the Company                                                                                 |
| "General Meeting"          | means an AGM or an EGM                                                                                                                |
| "Holy Scripture"           | means the canonical books of the Old Testament and New Testament                                                                      |
| "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 Clause 3 of the Memorandum                                                                |
| "Observers"                | means those persons (other than Trustees) present under Article 24 at a Trust Board Meeting                                           |
| "Registered Office"        | means the registered office of the Company                                                                                            |
| "Secretary"                | means the secretary of the Company including a joint, assistant or deputy secretary                                                   |
| "Senior Officer"           | means any officer of the Company designated as such by the Trust Board                                                                |
| "Student Council"          | means the Working Party of this name established pursuant to Article 23                                                               |
| "Statement of Obligations" | means the statement of Trustees' obligations referred to in Article 15.                                                               |
| "the Trust Board"          | means the board of Trustees of the Company and (where appropriate) includes a Committee and the Trustees acting by written resolution |
| "Trust Board Meeting"      | means a meeting of the Trust Board                                                                                                    |

|                         |                                                                                                                                |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| "Trustee"               | means any director of the Company                                                                                              |
| "Tyndale House Council" | means the Committee of this name established pursuant to Article 23                                                            |
| "UCCF"                  | means the unincorporated association known as Universities and Colleges Christian Fellowship, registered charity number 273458 |
| "United Kingdom"        | means Great Britain and Northern Ireland                                                                                       |
| "Vice-Chair"            | means a person elected as a Vice-Chair of the Company under Article 22                                                         |
| "Working Party"         | means a body established by the Trust Board to make recommendations to the Trust 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 Clauses are to clauses of the Memorandum and to Articles are to those within the Articles;
- 1.2.6 the index and headings are not to affect their interpretation; and
- 1.2.7 terms defined in the Memorandum have the same meaning in the Articles and vice versa.

1.3 None of the Tables A to F in the Companies (Tables A to F) Regulations 1985 applies to the Company.

## **PART B. COMPANY MEMBERSHIP**

### **2 MEMBERS**

- 2.1 The Company Members are to be:-
  - 2.1.1 existing Company Members as at the date of the adoption of the Articles;
  - 2.1.2 others admitted to membership of the Company under the Articles.
- 2.2 The maximum number of Company Members is to be 25.
- 2.3 All Company Members admitted after the date of the adoption of these Articles will be persons admitted by the Trust Board who comply with the requirements of Article 2.4.
- 2.4 A person may not be admitted as a Company Member:-
  - 2.4.1 unless he has signed a written application to become a Company Member in such form as the Trust Board requires and such application has been approved by the Trust Board (who shall have absolute discretion to approve or reject membership applications);
  - 2.4.2 unless he has confirmed in writing his agreement with the Doctrinal Basis;
  - 2.4.3 unless he is aged 18 or over;
  - 2.4.4 for a period determined by the Trust Board having ceased to be a Company Member under Article 16.1.5 or Article 16.1.8;
  - 2.4.5 if he is an employee of the Company;
  - 2.4.6 if he would immediately cease to be a Company Member under the Articles.
- 2.5 Company Membership is personal and not transferable.

### **3 TERMINATION OF COMPANY MEMBERSHIP**

- 3.1 A person will cease to be a Company Member:-
  - 3.1.1 on giving written notice of resignation to the Secretary;
  - 3.1.2 if he fails to confirm his agreement with the Doctrinal Basis when requested in writing by the Trust Board so to do;



- 3.1.3 if he attains the age of 70 or such other age as the Trust Board may from time to time notify in writing to him;
- 3.1.4 upon his death;
- 3.1.5 if he is declared bankrupt or makes any arrangement or composition with his creditors;
- 3.1.6 if he becomes incapable of managing and administering his own affairs because of mental disorder illness or injury; or
- 3.1.7 if at any time 75% of the other Company Members by resolution require him to retire provided that he shall first have had the opportunity to address a General Meeting and indicate why he should not be removed.

## **PART C. GENERAL MEETINGS**

### **4 ANNUAL GENERAL MEETINGS**

4.1 The Company must hold an AGM each year unless it passes an elective resolution to dispense with this requirement.

4.2 There must be no more than 15 months between one AGM and the next.

4.3 The AGM is to be held at such time and place as the Trust Board decides.

4.4 The business of the AGM is to:-

4.4.1 receive the annual Trustees' report;

4.4.2 consider the accounts and the auditors' report;

4.4.3 appoint the auditors (if necessary); and

4.4.4 transact any other business specified in the notice convening the meeting.

### **5 EXTRAORDINARY GENERAL MEETINGS**

5.1 A General Meeting other than an AGM is called an EGM.

5.2 An EGM is to be called by the Trust Board.

5.3 If there are insufficient Trustees available to form a quorum at a Trust Board Meeting to call an EGM it may be called in the same way as a Trust Board Meeting.

5.4 On receiving a requisition from at least one-tenth of the Company Members under Section 368 of the Act the Trust Board must immediately convene an EGM.

### **6 NOTICE OF GENERAL MEETINGS**

6.1 An AGM and an EGM called to pass a special resolution must be called by at least 21 Clear Days' notice.

6.2 Any other EGM must be called by at least 14 Clear Days' notice.

6.3 A General Meeting may be called by shorter notice if this is agreed:

6.3.1 for an AGM by all of the Company Members entitled to attend and vote;  
and

6.3.2 for an EGM by a majority in number of the Company Members who may

attend and vote and who together hold 95% or more of the total voting rights of all of the Company Members at the EGM.

6.4 The notice must specify:-

- 6.4.1 the time, date and place of the General Meeting;
- 6.4.2 the general nature of the business to be transacted; and,
- 6.4.3 in the case of an AGM, that it is the AGM.

6.5 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.

6.6 Notice of a General Meeting must be given to all of the Company Members, the Trustees and the Company's auditors (if any).

6.7 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.

## **7 QUORUM**

- 7.1 No business may be transacted at a General Meeting unless a quorum is present.
- 7.2 The quorum for General Meetings is six of the Company Members for the time being present in person or by proxy.
- 7.3 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 and such General Meeting shall be a valid meeting even if all participants cannot see each other.
- 7.4 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 Trust Board decides.
- 7.5 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 those Company Members who are present (provided that they number at least three) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.
- 7.6 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.

## **8 CHAIR AT GENERAL MEETINGS**

- 8.1 The Chair is to chair General Meetings.
- 8.2 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 must chair the General Meeting.
- 8.3 If neither the Chair nor the Vice-Chair 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.

## **9 ADJOURNMENT OF GENERAL MEETINGS**

- 9.1 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.
- 9.2 The Chair may adjourn a General Meeting if it appears to the Chair that:-
  - 9.2.1 unruly conduct is likely to prevent the orderly holding of the meeting;  
or
  - 9.2.2 for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 9.3 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned.
- 9.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 9.1 or 9.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 9.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

## **10 VOTING AT GENERAL MEETINGS**

- 10.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded.
- 10.2 Each Company Member present in person or by proxy has one vote both on a show of hands and a ballot.
- 10.3 If there is an equality of votes on a show of hands or a ballot in relation to a resolution requiring only a simple majority in order to be carried then the Chair is entitled to a second or casting vote.

- 10.4 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.
- 10.5 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.

## **11 BALLOTS**

- 11.1 A ballot may be demanded by the Chair or any two Company Members before or on the declaration of the result of a show of hands.
- 11.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 11.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.
- 11.4 A ballot is to be taken as the 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.
- 11.5 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.
- 11.6 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.

## **12 PROXIES**

- 12.1 A Company Member may appoint a proxy in writing. A proxy need not be a Company Member. The Trust Board may from time to time prescribe a form to appoint a proxy. A proxy may not appoint another proxy.
- 12.2 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 12.3 A proxy will only be valid if the document appointing 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.

12.4 No document appointing a proxy will be valid for more than 12 months.

12.5 A vote given or ballot demanded by proxy is to be valid despite:-

12.5.1 the revocation of the proxy; or

12.5.2 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.

12.6 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.

### **13 COMPANY MEMBERS' WRITTEN RESOLUTIONS**

13.1 Subject to the Act, a written resolution signed by all of the Company Members entitled to attend and vote at a General Meeting (provided that the total number of Company Members would still constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting.

13.2 A resolution under Article 13.1 may consist of several documents in similar form each signed by one or more Company Members.

## **PART D. TRUSTEES**

### **14 COMPOSITION OF THE TRUST BOARD**

14.1 Unless the Trust Board decides otherwise:-

14.1.1 the minimum number of Trustees is 7; and

14.1.2 the maximum number of Trustees is 11.

14.2 Each of the following shall be a Trustee:-

14.2.1 the chair for the time being of the Student Council; and

14.2.2 the chair for the time being of the Tyndale House Council or another member for the time being of such Council nominated by the chair of that Council and approved by the Trust Board.

14.3 The appointment or election of a Trustee is not to take effect until he has signed the prescribed Companies House form. The appointment or election of any person as a Trustee who has not done so within one month of appointment or election is to lapse unless the Trust Board resolves that there is good cause for the delay.

14.4 A person may not be a Trustee:-

14.4.1 unless he is a Company Member;

14.4.2 if he is (or during the last three years has been) an employee of the Company;

14.4.3 if he would immediately cease to hold office under Article 16; and

14.4.4 unless he has signed a Statement of Obligations as required by Article 15.

14.5 In addition to Article 14.3, a person may only be appointed as a Trustee if:

14.5.1 he has confirmed in writing his agreement with the Doctrinal Basis;

14.5.2 he has demonstrated to the reasonable satisfaction of the Trust Board that he has a wholehearted commitment to the aims and ethos of the Company and is willing to commit to the full responsibilities of being a Trustee;

14.5.3 he has demonstrated to the reasonable satisfaction of the Trust Board that he is of good character and (other than in exceptional circumstances) in good standing with a local evangelical church and has

provided a written reference to that effect; and

14.5.4 his usual place of residence is in England, Scotland or Wales.

- 14.6 The Trust Board shall agree and periodically review a policy statement on the balance of the Trust Board's composition, such policy statement being published to the Company Members and forming the basis on which all appointments to the Trust Board are made. In considering such policy statement the Trust Board should have particular regard to the need for the Trust Board to have at all times a good understanding of the contemporary student/academic world.
- 14.7 Subject to Article 14.2 trustees shall be elected by the Company Members at an AGM or, in exceptional circumstances, at an EGM. In order to be elected a candidate must secure the support of 75% of those Company Members present (in person or by proxy) and voting.
- 14.8 Subject to Article 14.9, a Trustee shall usually serve for a period of three years. However, a Trustee's term of office may be extended by the Trust Board to a maximum of six years.
- 14.9 A Trustee who has completed six years in office will automatically cease to be a Trustee and may not be re-appointed to the Trust Board until a period of at least 12 months has elapsed.
- 14.10 The Trustees and their respective terms of office as at the date of adoption of these Articles shall be as follows:-
- 14.10.1 James Rhodes (in his capacity as chair for the time being of the Student Council) who shall serve until such time as he is succeeded as chair of the Student Council;
- 14.10.2 John Taylor (in his capacity as chair for the time being of the Tyndale House Council) who shall serve until such time as he is succeeded as chair of the Tyndale House Council;
- 14.10.3 Helen Calder who shall serve until the AGM in 2005;
- 14.10.4 Stephen Osei-Mensah who shall serve until the AGM in 2005;
- 14.10.5 Mark Ralf who shall serve until the AGM in 2005;
- 14.10.6 David Burke who shall serve until the AGM in 2006;
- 14.10.7 Julian Hardyman who shall serve until the AGM in 2006;
- 14.10.8 Julian Rivers who shall serve until the AGM in 2006;



14.10.9 Peter May who shall serve until the AGM in 2007; and

14.10.10 Ian Marlow who shall serve until the AGM in 2007.

14.11 The Secretary shall maintain the Company's register of Trustees and shall provide to each AGM details of the expiry date of the term of office for each Trustee.

## **15 OBLIGATIONS OF TRUSTEES**

15.1 The Trust Board must set out in writing a Statement of Obligations of every Trustee to the Trust Board and to the Company. The Statement of Obligations is not intended to be exhaustive and the Trust Board must review and may amend it from time to time.

15.2 The Statement of Obligations must include:-

15.2.1 a commitment to the values and objectives (including equal opportunities) of the Company;

15.2.2 an obligation to contribute to and share responsibility for the Trust Board's decisions;

15.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;

15.2.4 an obligation to declare relevant interests;

15.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Trust Board;

15.2.6 an obligation to comply with their fiduciary duties under general law, including (without limitation) specific obligations to:-

15.2.6.1 act in the best interests of the Company;

15.2.6.2 declare any interests a Trustee may have in matters to be discussed at Trust Board Meetings and not put himself in a position where his personal interest or a duty owed to another conflicts with the duties owed to the Company;

15.2.6.3 secure the proper and effective use of the Company's property;

15.2.6.4 act personally;

15.2.6.5 act within the scope of any authority given;

15.2.6.6 use the proper degree of skill and care when making decisions; and

15.2.6.7 act in accordance with the Memorandum and Articles.

## **16 RETIREMENT AND REMOVAL OF TRUSTEES**

16.1 A Trustee will cease to hold office if he:-

16.1.1 dies;

16.1.2 ceases to be a Trustee under the Act or is prohibited by law from being a Trustee or is disqualified from acting as a charity trustee under the Charities Act 1993;

16.1.3 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury;

16.1.4 is declared bankrupt or makes any arrangement or composition with his creditors;

16.1.5 is in the opinion of the Trust Board guilty of conduct detrimental to the interests of the Company and the Trust Board resolves by a 75% majority of the Trustees present and voting 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;

16.1.6 resigns by written notice to the Secretary;

16.1.7 is absent without good reason from three consecutive Trust Board Meetings held no more frequently than once per month and the Trust Board resolves (by a 75% majority of the Trustees present and voting) that he should cease to be a Trustee;

16.1.8 is convicted of any offence which in the opinion of the Trust Board is likely to bring the Company into disrepute and the Trust Board resolves (by a 75% majority of the Trustees present and voting) 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);

16.1.9 becomes an employee of the Company save for a Trustee receiving a payment pursuant to Clause 5.3.9 of the Memorandum;

16.1.10 is no longer usually resident in England, Scotland or Wales;

16.1.11 has been in office for a period of six years;

16.1.12 ceases to be a Company Member; or

16.1.13 if in the reasonable opinion of the Trust Board he fails to continue to subscribe to the Doctrinal Basis and the Trust Board resolves by a 75% majority of the Trustees present and voting that he should be removed (provided that the Trustee concerned has first been given an opportunity to put his case as to why he is continuing so to subscribe).

## **17 TRUSTEES' INTERESTS**

17.1 A Trustee who has a direct or indirect interest in any contract, proposed contract, arrangement or dealing with the Company must declare his interest under section 317 of the Act before the matter is discussed by the Trust Board.

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

17.2.1 any other body of which he is a director or officer;

17.2.2 any firm in which he is a partner;

17.2.3 any public body of which he is an official or elected member;

17.2.4 any company whose shares are publicly quoted in which he owns or controls more than 2% of the shares;

17.2.5 any company whose shares are not publicly quoted in which he owns or controls more than 10% of the shares;

17.2.6 any other interest which is significant or material in relation to the operations of the Company.

17.3 A decision of the Trust Board will not be invalid because of the subsequent discovery of an interest which should have been declared.

### **17.4 Personal Interests**

17.4.1 A Trustee has a personal interest in a matter which is to be discussed or determined by the Trust Board if he will be directly affected by the decision of the Trust Board in relation to that matter.

17.4.2 A Trustee who has a personal interest in a matter which is to be discussed or determined by the Trust Board:-

17.4.2.1 may not count towards the quorum in relation to that matter;

17.4.2.2 may not take part in the discussion in relation to that matter;

17.4.2.3 may not vote in relation to that matter; and

17.4.2.4 must leave the Trust Board Meeting at which the matter is discussed and determined.

## **17.5 Non-Personal Interests**

17.5.1 A Trustee who has an interest in a matter which is to be discussed or determined by the Trust Board but which is not a personal interest may, subject to his fulfilling his duty to act in the best interests of the Company and to the right of the remaining Trustees to require that he should withdraw from the Trust Board Meeting at which the matter is to be discussed or determined:-

17.5.1.1 count towards the quorum in relation to that matter;

17.5.1.2 take part in the discussion in relation to that matter;

17.5.1.3 remain in the Trust Board Meeting at which the matter is to be discussed or determined; and

17.5.1.4 vote in relation to that matter.

## **PART E. BOARD MEETINGS**

### **18 FUNCTIONS OF THE TRUST BOARD**

- 18.1 The Trust Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:
- 18.1.1 defining and ensuring compliance with the values and objectives of the Company;
  - 18.1.2 establishing policies and plans to achieve those objectives;
  - 18.1.3 approving each year's budget and accounts before publication;
  - 18.1.4 establishing and overseeing a framework of delegation of its powers to Committees and employees under Article 23 with proper systems of control;
  - 18.1.5 monitoring the Company's performance in relation to its plans budget controls and decisions;
  - 18.1.6 appointing (and if necessary removing) Senior Officers; and
  - 18.1.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety.

### **19 POWERS OF THE TRUST BOARD**

- 19.1 Subject to the Act and any express terms to the contrary in the Memorandum and the Articles, the business of the Company is to be managed by the Trust Board who may exercise all of the powers of the Company.
- 19.2 An alteration to the Memorandum or the Articles does not invalidate earlier acts of the Trust Board which would have been valid without the alteration.

### **20 BOARD MEETINGS**

- 20.1 Subject to the Articles, the Trust Board may regulate Trust Board Meetings as it wishes.
- 20.2 Trust Board Meetings may be called by any Trustee or the Secretary. There must be at least four Board Meetings each year.
- 20.3 The Secretary must give 7 Business Days' notice of Trust Board Meetings to each of the Trustees and Senior Officers but it will not be necessary to give notice of a Trust Board Meeting to a Trustee or Senior Officer who is out of the United Kingdom.

- 20.4 A Trust Board Meeting which is called on shorter notice than required under Article 20.3 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.
- 20.5 Subject to Article 20.6, questions arising at a Trust Board Meeting on which there is no unanimity of view are to be decided by a majority of votes.
- 20.6 If there is an equality of votes the Chair is entitled to a second or casting vote.
- 20.7 A technical defect in the appointment of a Trustee or in the delegation of powers to a Committee of which the Trust Board is unaware at the time does not invalidate decisions taken in good faith.

## **21 QUORUM FOR TRUST BOARD MEETINGS**

- 21.1 The quorum for Trust Board Meetings is five of the Trustees for the time being.
- 21.2 A Trustee may be part of the quorum at a Trust Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment, and such Trust Board Meeting shall be a valid meeting even if all participants cannot see each other.
- 21.3 The Trust Board may act despite vacancies in its number but if the number of Trustees is less than that required to form a quorum then the Trust Board may act only to call a General Meeting pursuant to Article 14.6.
- 21.4 At a Trust 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:
  - 21.4.1 adjourn it to such other time and place as they decide; or
  - 21.4.2 call a General Meeting.
- 21.5 If at the adjourned meeting there are again insufficient Trustees present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Trustees who are present (provided they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

## **22 CHAIR AND VICE-CHAIR**

- 22.1 The Company must have a Chair and a Vice-Chair. Both are to be elected to these offices by the Trust Board. The Trust Board must decide the period they are each to hold such office (which is to be between two and five years) and the precise point at which their office ends. The Chair and the Vice-Chair may be re-elected provided that no person may serve as Chair or Vice-Chair for more than five years.
- 22.2 The Chair and the Vice-Chair may resign from their positions at any time (without necessarily resigning as Trustees at the same time).
- 22.3 Where there is no Chair or Vice-Chair the first item of business of a Trust Board Meeting must be to elect a Chair or Vice-Chair or both.
- 22.4 The Chair and the Vice-Chair may be removed only at a Trust Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he should not be removed.
- 22.5 The Chair is to chair all Trust Board Meetings and General Meetings at which he is present unless he does not wish, or is not able, to do so.
- 22.6 If the Chair is not present within 5 minutes after the starting time of a Trust Board Meeting or if the Chair is unwilling or unable to chair a Trust Board Meeting, then the Vice-Chair must chair that Trust Board Meeting unless he is unwilling or unable to do so.
- 22.7 If both the Chair and the Vice-Chair are not present within 5 minutes after the starting time of a Trust Board Meeting or both are unwilling or unable to chair the meeting then the Trust Board must elect one of the Trustees who is present to chair the Trust Board Meeting.
- 22.8 The functions of the Chair are to:-
  - 22.8.1 act as an ambassador for the Company and to represent the views of the Trust Board to the general public and other organisations;
  - 22.8.2 ensure that Trust Board Meetings and General Meetings are conducted efficiently;
  - 22.8.3 give all Trustees an opportunity to express their views;
  - 22.8.4 establish a constructive working relationship with, and to provide support for, the Senior Officers;
  - 22.8.5 ensure where necessary (and in conjunction with the other Trustees) that if the post of any Senior Officer is or is due to become vacant a replacement is found in a timely and orderly fashion;

- 22.8.6 encourage the Trust Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Trust Board Meetings;
- 22.8.7 ensure the Trust Board monitors the use of delegated powers; and
- 22.8.8 encourage the Trust Board to take professional advice when it is needed.
- 22.9 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.
- 22.10 Except to the extent that the Articles provide otherwise neither the Chair nor the Vice-Chair has any authority beyond that of any other Trustee.
- 22.11 The members may by special resolution suspend or relax the provisions of Articles 14.8, 14.9, 16.1.11 and 22.1 (and any other relevant provisions of the Articles for the time being) (together the "Chair Expiry Provisions") in order to permit the extension of a Chair's term of office as Chair and as a Trustee for a period of up to 12 months where such extension would otherwise be prohibited by the Chair Expiry Provisions."

## **23 COMMITTEES AND WORKING PARTIES**

- 23.1 The Trust Board may:
  - 23.1.1 establish Committees consisting of those persons whom the Trust Board decide;
  - 23.1.2 delegate to a Committee any of its powers; and
  - 23.1.3 revoke a delegation at any time.
- 23.2 The Trust Board may establish Working Parties consisting of those persons whom the Trust Board decide. A Working Party may not take decisions on behalf of the Trust Board but may consider issues in depth with a view to making recommendations to the Trust Board.
- 23.3 The members of a Committee or a Working Party are to be appointed by the Trust Board but the Trust Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Trust Board must determine who is to be the chair of each Committee and Working Party.
- 23.4 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 Trust Board from the Committee or Working Party.



- 23.5 The Trust Board must determine the quorum for each Committee and Working Party it establishes.
- 23.6 The Trust Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.
- 23.7 Every Committee or Working Party must report its proceedings and decisions to the Trust Board as the Trust Board determines.

## **24 OBSERVERS**

- 24.1 The Trust Board may allow individuals who are not Trustees to attend Trust Board Meetings as Observers on whatever terms they decide.
- 24.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.
- 24.3 The Trust Board may exclude Observers from any part of a Trust Board Meeting where the Trust Board considers the business is private.
- 24.4 The Trust Board must exclude an Observer from any Trust Board Meeting at which a possible personal benefit to him is being considered.
- 24.5 Observers must (subject to any overriding legally binding requirement to the contrary) keep confidential all matters discussed at Trust Board Meetings at which they are present.

## **25 TRUSTEES' WRITTEN RESOLUTIONS**

- 25.1 A written resolution signed by all of the Trustees entitled to receive notice of a Trust Board Meeting (provided that the total number of Trustees would still constitute a quorum at a Trust Board Meeting) is as valid as if it had been passed at a Trust Board Meeting.
- 25.2 A written resolution signed by all 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.
- 25.3 A resolution under Articles 25.1 or 25.2 may consist of several documents in similar form each signed by one or more of the Trustees or Committee Members and will be treated as passed on the date of the last signature.

## **PART F. OFFICERS**

### **26 THE SECRETARY**

- 26.1 A Secretary must be appointed by the Trust Board for such a term as the Trust Board decides.
- 26.2 A Secretary may be removed by the Trust Board at any time.
- 26.3 The duties of the Secretary include advising the Trust Board on legal compliance.
- 26.4 A Trustee who occupies the position of Secretary may not receive any remuneration for acting in such capacity.

### **27 INDEMNITIES FOR OFFICERS AND EMPLOYEES**

- 27.1 No officer or employee is to be liable for losses suffered by the Company except those due to his own dishonesty or gross negligence.
- 27.2 Subject to the Act every Trustee, officer or employee is to be indemnified by the Company against any liability incurred in the discharge of his duties or in that capacity in defending any civil or criminal proceedings as long as:
  - 27.2.1 judgment is given in his favour (or the proceedings are dealt with without a finding or admission of a material breach of duty by him); or
  - 27.2.2 he is acquitted; or
  - 27.2.3 relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## **PART G. STATUTORY AND MISCELLANEOUS**

### **28 MINUTES**

- 28.1 The Secretary must keep minutes of all General Meetings.
- 28.2 The Trust Board must arrange for minutes to be kept of all Trust Board Meetings. The names of the Trustees present must be included in the minutes.
- 28.3 Copies of the draft minutes of Trust 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 Trust Board Meeting (unless the next Trust Board Meeting is urgent).
- 28.4 Minutes must be approved as a correct record at the next General Meeting or Trust Board Meeting (as appropriate). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 28.5 The Trust Board must keep minutes of all of the appointments made by the Trust Board.

### **29 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN**

- 29.1 The Company must comply with Part VII of the Act in and the Trustees must comply with their obligations as charity trustees under Part VI of the Charities Act 1993 in:-
  - 29.1.1 preparing and filing an annual Trustees' report and annual accounts and sending them to the Charity Commission; and
  - 29.1.2 making an annual return to the Registrar of Companies and the Charity Commission.
- 29.2 The Company must comply with Parts VII and XI of the Act relating to the audit or examination of accounts (to the extent that the law requires).
- 29.3 The annual Trustees' report and accounts must contain:-
  - 29.3.1 revenue accounts and balance sheet for the last accounting period;
  - 29.3.2 the auditor's report on those accounts; and
  - 29.3.3 the Trust Board's report on the affairs of the Company.
- 29.4 The accounting records of the Company must always be open to inspection by a Trustee.

**30 BANK AND BUILDING SOCIETY ACCOUNTS**

- 30.1 All bank and building society accounts must be controlled by the Trust Board and must include the name of the Company.
- 30.2 A cheque or order for the payment of money must be signed in accordance with the Trust Board's instructions.

**31 EXECUTION OF DOCUMENTS**

- 31.1 Unless the Trust Board decides otherwise, documents which are executed as deeds must be signed by:
  - 31.1.1 two Trustees; or
  - 31.1.2 one Trustee and the Secretary.

**32 NOTICES**

- 32.1 Notices under the Articles must be in writing except notices calling Trust Board Meetings.
- 32.2 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.
- 32.3 The Company may give a notice to a Company Member, Trustee, Secretary or auditor either:
  - 32.3.1 personally;
  - 32.3.2 by sending it by post in a prepaid envelope;
  - 32.3.3 by facsimile transmission; or
  - 32.3.4 by leaving it at his address.
- 32.4 Notices under Article 32.3.2 to 32.3.4 may be sent:
  - 32.4.1 to an address in the United Kingdom which that person has given the Company;
  - 32.4.2 to the last known home or business address of the person to be served;  
or
  - 32.4.3 to that person's address in the Company's register of Members.
- 32.5 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.

- 32.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.
- 32.7 A notice may be served on the Company by delivering it or sending it to the Registered Office or by handing it to the Secretary.
- 32.8 The Trust Board may make standing orders to define other acceptable methods of delivering notices by electronic mail or other means.

### **33 STANDING ORDERS**

- 33.1 Subject to Article 33.4:
  - 33.1.1 the Trust Board may from time to time make standing orders for the proper conduct and management of the Company; and
  - 33.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.
- 33.2 The Trust Board must adopt such means as they think sufficient to bring the standing orders to the notice of Company Members.
- 33.3 Standing orders are binding on all Company Members and Trustees.
- 33.4 No standing order may be inconsistent with or may affect or repeal anything in the Memorandum or the Articles.