

Company number 04976143
Charity number 1101648

Newland Christian Trust

Articles of Association

MONDAY



A05 26/09/2022 #204
COMPANIES HOUSE

1 Name

1.1 The name of the company is Newland Christian Trust and in this document it is called the Company.

2 Definitions and Interpretation

2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

“Act” means the Companies Act 2006.

“Charities Acts” means the Charities Acts 1992, 1993 and 2011.

“Church” means one of the congregations belonging to the Network. For the avoidance of doubt, each Church forms part of the Company and does not constitute a separate legal entity.

“Network” is the Christ Church Network, a group of Churches operating in Hull, UK which is constituted by, and governed by, these Articles and overseen by the Company’s Trustees.

“Church Members” means those persons admitted to membership of one of the Churches as a worshipping community, in accordance with the Handbook. For the avoidance of doubt, Church Members are not Company Members unless admitted to Company Membership by virtue of being a Network Elder and Trustee in accordance with these Articles.

“Company Members” means those persons admitted as members of the Company as a company limited by guarantee in accordance with these Articles and as defined in the Act.

“Network Elder” means a person (including a Minister) appointed to the office of a Trustee in accordance with these Articles and the Handbook, and the Network Elders shall be sole Trustees of the Company and ‘Company Members’.

“Congregational Elder” means a person (including a Minister) appointed to the office of an elder at one of the Churches in the Network in accordance with these Articles and the Handbook, and the Congregational Elders shall have spiritual oversight at their respective Network Church, on delegated authority from the Trustees.

“General Meetings” means any general meeting of Company Members, as defined in the Act

“Minister” means a Congregational Elder who is appointed to fulfil the role of a pastor / teacher (whether in a senior, or associate capacity, and whether full time or part time) at a Church in accordance with these Articles and the Handbook.

“Senior Minister” means a Congregational Elder who has overall responsibility for one of the Churches in the Network.

“Handbook” means such rules governing matters of conduct within the Churches as are agreed and amended by the Trustees from time to time, in accordance with article 17.1.4.

“Statement of Faith” means the statement at Schedule 1 as agreed and amended in accordance with these Articles from time to time, and forming part of these Articles.

“Trustees” means the persons appointed as charity trustees of the Company in accordance with these Articles. Trustees shall be drawn from the Congregational Elders and others who are formal members of one of the Network Churches. For the avoidance of doubt, all Trustees shall be Network Elders and vice versa.

2.2 The regulations contained in the Model Articles for Private Companies Limited by Guarantee in force at the time of incorporation of the Company shall not apply to the

Company and these Articles shall constitute the regulations of the Company.

2.3. Any reference to the Act, the Charities Acts or to any other legislation shall refer to such legislation as amended or re-enacted and to any subordinate legislation made under it.

Objects and powers

3 Objects

3.1 The Company's objects are the advancement of the Christian religion in accordance with the Statement of Faith ("the Objects").

Powers

- 4 The Company has power to do anything calculated to further its Object(s) or which is conducive or incidental to doing so. In particular, the Company has power to:
 - 4.1 hold services, meetings, events, courses and seminars; carry out teaching, training and education;
 - 4.2 give and encourage pastoral care, advice and discipline; publish and distribute information;
 - 4.3 support and encourage care for those in any kind of need, works of mercy and involvement in activity that benefits the wider community;
 - 4.4 promote and carry out research;
 - 4.5 co-operate with, support, establish, administer or amalgamate with any other charity;
 - 4.6 co-operate with other organisations;
 - 4.7 raise funds (whether or not such funds are subject to any restrictions or conditions), provided that the Company shall not undertake any substantial permanent trading;
 - 4.8 acquire, hire, let, improve, develop, mortgage or dispose of property of any kind (subject to any legal restrictions);
 - 4.9 register, maintain, licence and sell any intellectual property;
 - 4.10 borrow money and give security for loans (subject to any legal restrictions);
 - 4.11 make donations, grants or loans of money or in kind;
 - 4.12 give guarantees;
 - 4.13 set aside funds for special purposes or as reserves against future expenditure;
 - 4.14 deposit or invest funds, delegate the management of investments to professional investment managers, and arrange for the investments or other property of the Company to be held in the name of a nominee, subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
 - 4.15 take out policies of insurance;
 - 4.16 provide indemnity insurance for the Trustees, subject to any statutory restrictions;
 - 4.17 subject to Article 6, employ or engage the services of staff, agents or advisers;
 - 4.18 enter into contracts, accept grants and provide security for obligations under any contract or grant agreement;
 - 4.19 establish subsidiary companies;
 - 4.20 pay the costs of formation of the Company as a limited company; and

4.21 do anything else which is lawful in the promotion of the Object(s).

5 Employment policy

5.1 It shall be the policy of the Company, in relation to the appointment of any Elder or Trustee, and in the employment or engagement of any member of staff or volunteer (where it is determined by the Trustees that there is a genuine occupational requirement or other lawful grounds on which to make any such determination), to require any individual under consideration for such an appointment to demonstrate and commit to belief and conduct that is consistent with the Statement of Faith, the Handbook and biblical principles as understood and promoted by the Company in the advancement of the Object.

6 Application of income and property

The income and property of the Company shall be applied only for promoting the Objects, and no part shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Company Members and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company, provided that nothing herein shall prevent any payment in good faith by the Company:

6.1 of remuneration of a Trustee or connected person (including the provision of accommodation) for acting as a Senior Minister, Associate Minister or Assistant Minister under a contract of employment or as a paid office holder provided that:

6.1.1 The other Trustees are satisfied that (a) it is in the best interests of the Company to appoint the Trustee or connected person to the paid position and the nature of the position inherently means that the person holding the position will be a Trustee and it is customary for persons holding such a position to be compensated, or (b) it is in the best interests of the Company to appoint the Trustee or connected person to the paid position rather than someone who is not a charity trustee or connected person, having considered the advantages and disadvantages of each approach;

6.1.2 The compensation package is set out in writing in a contract of employment in the case of an employee or a memorandum of understanding in the case of an office holder Trustee;

6.1.3 The compensation package does not exceed what is reasonable in the circumstances taking into account regional variations;

6.1.4 The reasons for the decision of the Trustees is recorded in their minutes; and

6.1.5 The person receiving the compensation (and any Trustee connected to that person) must be absent from the part of any meeting at which the terms of appointment or the performance of his or her duties or any matter in connection with his or her appointment is being discussed or determined and must not vote on any such matter or be counted in the quorum for the part of the meeting during which such matters are discussed. However, in relation to discussions concerning the performance of his or her duties the office holder or employee in question shall have the opportunity to address the meeting and respond to any points of concern that are raised.

6.2 of reasonable and proper remuneration to any Company Member officer or employee of the Company not being a Trustee for any services rendered to the Company and of travelling expenses necessarily incurred in carrying out the duties of any Company Member

officer or employee of the Company;

- 6.3 of interest at a reasonable rate on money lent by any Company Member or Trustee or connected person;
- 6.4 of reasonable and proper rent or hiring fee for premises let or hired to the Company by any Company Member or Trustee or connected person;
- 6.5 of fees remuneration or other benefit in money or money's worth to a company of which a Trustee or connected person may be a member provided the Trustee or connected person does not hold a substantial interest in the company (substantial interest being as defined in the Charities Act 2011);
- 6.6 of fees remuneration or other benefit in money or money's worth directly or indirectly to a Company Member, or Trustee or connected person for services, or of goods supplied in connection with those services, to the Company, in accordance with the conditions set out in section 185 Charities Act 2011;
- 6.7 of fees remuneration or other benefit in money or money's worth directly or indirectly to a Company Member, or a Trustee or connected person for the supply of goods or services provided that such Company Member or Trustee was prior to his election or appointment already supplying goods or services to the Company and further that (in each case) such goods or services are supplied at a price not exceeding the fair market price on normal trade terms and further that such Member or Trustee shall absent himself from any meeting during the discussion of such supply and shall refrain from voting on the matter;
- 6.8 of fees remuneration or other benefit in money or money's worth directly or indirectly to a Company Member, Trustee or connected person for the supply of goods to the Company, provided that:
 - 6.8.1 the amount or maximum amount of the payment for goods is set out in an agreement in writing between the Company and the Company Member, Trustee or connected person ("supplier");
 - 6.8.2 the amount or maximum amount of the payment for goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
 - 6.8.3 the other Trustees are satisfied that it is in the best interests of the Company to contract with the supplier rather than another person, balancing the advantages of contracting with the supplier against the disadvantages of doing so;
 - 6.8.4 the supplier is absent from the part of any meeting at which there is a discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Company;
 - 6.8.5 the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting; and
 - 6.8.6 the reason for their decision is recorded by the Trustees in their minutes;
- 6.9 to any Trustee of reasonable out of pocket expenses;
- 6.10 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession or by any partner of his 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 or her appointment or remuneration or that of his partner is under discussion.
- 6.11 the payment of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any Trustee) which by virtue of any rule of law would otherwise

attach to them in respect of any negligence default breach of trust or breach of duty of which they may be guilty in relation to the Company. Provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees (or any Trustee) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or any Trustee) in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees (or any Trustee) in its or their capacity as the Trustees or Trustee of the Company; and

- 6.12 in exceptional cases other payments or benefits (but only with the prior written approval of the Charity Commission).
- 6.13 At no time may a majority of charity trustees benefit directly or indirectly from payments made under clauses 6.1 to 6.11.
- 6.14 Where a Trustee or a connected person has a direct or indirect interest in any matter to be discussed at a meeting of the Trustees or any committee appointed by the Trustees, the Trustee who is conflicted ("conflicted Trustee") must
- 6.14.1 declare their interest in the matter before discussion on it proceeds;
 - 6.14.2 withdraw from the meeting during the discussion of the matter unless expressly requested to remain in the meeting in order to provide information;
 - 6.14.3 not be counted in the quorum for that part of the meeting; and
 - 6.14.4 not participate in any vote to be taken on the matter.
- 6.15 For the purposes of this Article 6, a connected person means:
- 6.15.1 a child, parent, grandchild, grandparent, brother or sister of the Trustee;
 - 6.15.2 a spouse of the Trustee or of any person falling within Article;
 - 6.15.3 a person carrying on business in partnership with any person falling within Article 6.15.1 or 6.15.2; or
- 6.15.4 as otherwise specified in the Charities Acts.

Members

7 Liability of members

- 7.1 The liability of members is limited.
- 7.2 Every Company Member undertakes to contribute to the assets of the Company, in the event that the Company is wound up while they are a Company Member or for one year after they cease to be a Company Member, for payment of the debts and liabilities of the Company contracted before they ceased to be a Company Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount may be required not exceeding one pound (£1).

8 Admission to Company Membership

- 8.1 The Company Members shall be the subscribers to the Memorandum.
- 8.2 No person other than a Trustee shall be admitted as a Company Member, and a person's Company Membership shall automatically terminate when that person ceases to be a Trustee. For the avoidance of doubt, any person who at the date of the adoption of these Articles is not a Trustee, shall automatically cease to be a Company Member on the adoption of these Articles.
- 8.3 Company Membership is personal and not transferable.

8.4 The Company must maintain a register of Company Members.

9 Termination of Company Membership

9.1 Company Membership is terminated if a Company Member:

- 9.1.1 resigns by giving written notice to the Company (in which case they shall be deemed also to have resigned as a Trustee);
- 9.1.2 dies; or
- 9.1.3 is removed or retires as a Trustee.

10 General Meetings

- 10.1 The Trustees may call a General Meeting at any time.
- 10.2 At least fourteen clear days' notice of a General Meeting must be given to every Company Member unless a longer period of notice is required by law, but a shorter period of notice may be given where permitted by law.
- 10.3 The notice of a General Meeting shall state the time and place of the meeting, the general nature of the business to be transacted, and the rights of a Company Member to appoint a proxy.
- 10.4 Notices of General Meetings may be given in hard copy, in electronic form or by means of a website, subject to the provisions of the Act and these Articles.
- 10.5 The accidental omission to give notice of a meeting to, or the non-receipt of a notice of any meeting by, any person entitled to receive notice shall not invalidate proceedings at that meeting.
- 10.6 No business shall be transacted at any General Meeting unless a quorum is present. A quorum shall be at least three Company Members present and entitled to vote on the business in question.
- 10.7 The Trustees shall appoint one of their number to chair any General Meeting.

11 Votes at General Meetings

- 11.1 Every Company Member present in person or by proxy at a General Meeting and eligible to vote on the matter in question shall have one vote.
- 11.2 No objection to any person's entitlement to vote shall be raised except at the General Meeting at which the vote is taken, and every vote not disallowed at the meeting shall be valid. Any such objection made before the end of the meeting shall be referred to the chairman whose decision shall be final and conclusive.
- 11.3 A declaration by the chairman that a resolution has been carried or lost, and the declaration of the majority in favour or against, and an entry in the minutes of the General Meeting shall be conclusive evidence of the decision taken.
- 11.4 A written resolution approved by the required majority of eligible members and executed in accordance with the Act is as valid as a resolution passed at a General Meeting, excluding any resolution to remove a Trustee before the expiry of their period of appointment.

Trustees

12 Responsibilities and requirements of Trustees

- 12.1 The Trustees are responsible for the management of the Company and for ensuring that its property is used in furtherance of the Objects.
- 12.2 The Trustees shall be the directors of the Company for the purposes of company law.
- 12.3 The Trustees are the charity trustees of the Company for the purpose of charity law.

12.4 All Trustees shall be required to be admitted as Company Members and Church Members prior to, or at the same time as, being appointed as a Trustee, and shall not be eligible for appointment as a Trustee unless they meet the requirements for Company Membership and Church Membership.

12.5 In addition to Article 12.4 above, prospective Trustees shall also meet such additional requirements as are set out in the Statement of Faith and the Handbook.

12.6 There shall be no fewer than three Trustees.

13 Appointment of Trustees

13.1 Trustees shall be appointed as follows:

13.1.1 Any person who is appointed as a Trustee shall also be a Network Elder. Subject to article 13.1.2, the current Trustees will appoint new Trustees.

13.1.2 The Trustees will be the Senior Minister of each of the Network Churches; a maximum of three Congregational Elders from each of the Network Churches; and a maximum of two other Church Members from Network Churches as need requires.

13.1.3 No person shall be appointed as a Trustee if they would be disqualified from acting under the provisions of article 14 below.

13.2 Trustees other than a Senior Minister shall initially be appointed for an initial period of three years, and shall thereafter retire as Trustees every three years, subject to the provisions set out below in relation to their re-appointment and Article 13.3.

13.3 On retirement under Article 13.2 above, a Trustee shall be eligible for reappointment for two further terms and for further terms after a gap of at least one year. The process for reappointment shall be as set out in Article 13.1.

14 Retirement and disqualification of Trustees

14.1 A Trustee shall cease to hold office as a Trustee if he:

14.1.1 is disqualified under the Act or prohibited by law from being a Charity Trustee or Director;

14.1.2 ceases to be a Church Member, in accordance with the provisions of these Articles and the Handbook;

14.1.3 resigns by written notice to the Trustees (but only if at least two Trustees remain in office);

14.1.4 dies;

14.1.5 is required to retire as a Trustee under Article 13.2 and is not re-appointed in accordance with these Articles;

14.1.6 is incapable, whether mentally or physically, of managing his own affairs, and the remaining Trustees propose that the Trustee be removed as a Trustee in accordance with Article 15; or

14.1.7 is removed under Article 15 below.

15 Removal of a Trustee

15.1 A Trustee may be removed from office if the following requirements are met:

15.1.1 the Trustee ceases, in the reasonable opinion of the other Trustees (having regard but not limited to, matters of heresy, gross incompetence or immoral conduct, or to any matter as set out in Article 5 above) to be suitable to hold office due to conduct detrimental to, or of acting in any way that may undermine, the Object or reputation of

the Company and:

15.1.2 the other Trustees resolve by at least a two-thirds majority of those present and voting that the Trustee should be removed.

15.1.3 In taking any such decision, the Trustees shall give that Trustee the opportunity to express their views on the matter in advance of the decision being made.

16 Minister

16.1 Any person appointed as the Senior Minister of one of the Network Churches shall also be a Network Elder and Trustee and shall meet the requirements for elders and Trustees as set out in these Articles and the Handbook.

16.2 In the appointment of a Senior Minister, the same process as for appointment as a Trustee in accordance with Article 13 must be followed, save that the additional requirements set out in the Handbook shall be observed.

16.3 A Senior Minister shall be employed and remunerated by the Company, provided the conditions set out in Article 6 are met in respect of any such employment and remuneration.

16.4 A Senior Minister may be removed from office as a Minister and an Elder and Trustee in accordance with Articles 14 and 15, subject to any additional legal requirements in connection with their employment.

17 Powers of the Trustees

17.1 Subject to the provisions of the Act, the Charities Acts, these Articles, the Handbook and any resolution of the Company Members, the Trustees may exercise all the powers of the Company and in particular, but without limitation, the Trustees shall have the following powers in the administration of the Company:

17.1.1 to appoint and remove any employees and officers;

17.1.2 to delegate:

17.1.2.1 to leaders and church officers responsibility for practical administration and maintenance of the Company and Churches, and such other tasks as the Trustees shall determine;

17.1.2.2 spiritual oversight and leadership of each of the Network Churches to the Congregational Elders of that Church; and

17.1.2.3 any of their functions to any other committees or individuals appointed by them to particular tasks, provided that any such delegation and all proceedings of such committees shall require regular and prompt reporting to the Trustees, as the Trustees shall determine provided that the Trustees shall set out in writing any limitations on such delegated powers.

17.1.3 to establish procedures to assist the resolution of disputes within the Company and Churches;

17.1.4 to adopt, amend and revoke any rules or regulations governing the operations and activities of the Company and the role and responsibilities of the Church Members, including (but not limited to) the Handbook; and

17.1.5 to permit or refuse the holding of meetings or events on Company premises.

18 Proceedings of Trustees

18.1 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

18.2 The Trustees must meet at least three times a year.

18.3 Any Trustee may call a meeting of the Trustees.

- 18.4 The quorum for any meeting of the Trustees may be set by the Trustees, and unless otherwise set by them, shall be three.
- 18.5 A meeting of the Trustees may be held either in person or by electronic means agreed by the Trustees in which all participants may communicate with all the other participants during the course of the meeting.
- 18.6 A Trustee may not appoint an alternate Trustee or anyone to act on his behalf at meetings of the Trustees.
- 18.7 The Trustees shall appoint one of their number to chair any meeting of the Trustees.
- 18.8 Except where otherwise provided in these Articles or the Handbook, every issue shall be determined by a simple majority of votes, and every Trustee has one vote.
- 18.9 A resolution in writing or electronic form approved by a majority of the Trustees entitled to receive notice of a meeting of the Trustees and vote on the matter in question (provided they would represent a quorum at a Trustees' meeting) is as valid as a resolution passed at a Trustees' meeting, and such a resolution may be contained in more than one document, provided that:
- 18.9.1 a copy of the resolution is sent or submitted to all the Trustees entitled to receive notice of a meeting of the Trustees; and
- 18.9.2 the requisite majority of Trustees has signified its agreement to the resolution in an authenticated document or documents received at the registered office of the Company within the period of 14 days beginning with the circulation date.

19 Authorisation of conflicts of interest

- 19.1 If a conflict of interests arises for a Trustee, and the conflict is not authorised under any other provision of these Articles, the unconflicted Trustees may authorise such a conflict of interests, provided:
- 19.1.1 The unconflicted Trustees form a quorum without counting the conflicted Trustee;
- 19.1.2 the unconflicted Trustees consider it is in the best interests of the Company to authorise the conflict of interests in the circumstances; and
- 19.1.3 the requirements of Article 6.14 are met by the Trustee in question in relation to the authorisation of the conflict.
- 19.2 Such authorisation may authorise the conflicted Trustee to participate in discussions of the Trustees, disclose to a third party any information that is confidential to the Company, refrain from taking any step to remove the conflict, or take any other action not otherwise authorised which does not involve the receipt by the conflicted Trustee or a connected person of any payment or material benefit from the Company, except as permitted by Article 6.
- 19.3 Where a Trustee has a conflict of interest or duty and has complied with his obligations under these Articles in respect of that conflict:
- 19.3.1 The Trustee shall not be in breach of his duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him; and
- 19.3.2 The Trustee shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or any connected person derives from any matter or from any office, employment or position.

20 Records and Accounts

- 20.1 The Trustees must comply with the requirements of the Act and the Charities Acts in relation to keeping financial records, the auditing of accounts and the preparation and

transmission to Companies House and the Charities Commission of:

- 20.1.1 annual reports;
- 20.1.2 annual returns;
- 20.1.3 annual statements of account; and
- 20.1.4 confirmation of changes to the Trustees and of any details about the Company recorded in the Charity Commission's register of charities.

20.2 The Trustees must maintain proper records of:

- 20.2.1 all proceedings at General Meetings;
- 20.2.2 all proceedings at meetings of the Trustees (subject to any requirements of confidentiality);
- 20.2.3 all proceedings at Church Members' meetings;
- 20.2.4 all reports of committees; and
- 20.2.5 all professional advice obtained.

20.3 Financial records, annual reports and statements of account relating to the Company for the previous six years shall be available for inspection by any Trustee.

20.3.1 The Trustees may make a reasonable charge to cover the administration cost of making the annual report and accounts of the Company available to any person who requests them, but no such charge shall be imposed on a Church Member.

21 Notices

21.1 Notices under these Articles may be given in writing or by electronic means and may be delivered by hand, by post or by suitable electronic means.

21.2 The only address at which a Company Member is entitled to receive notices is the address shown in the register of Company Members.

21.3 A Company Member who does not register an address with the Company or who only registers a postal address that is not within the United Kingdom shall not be entitled to receive any notices from the Company.

21.4 Any notice given in accordance with these Articles is to be treated as having been received:

- 21.4.1 immediately if given to the Company Member personally;
- 21.4.2 24 hours after being sent by electronic means or delivered by hand to the relevant postal address; or
- 21.4.3 two clear days after being sent by post to the relevant postal address (whether by first or second class post).
- 21.4.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at the meeting.

22 Dissolution

22.1 If the Company Members resolve by a majority of those present and voting at a General Meeting that the Company be dissolved, then after the debts and liabilities of the Company have been satisfied any remaining property not subject to restricted trusts shall be applied as determined by ordinary resolution of the Company Members present and voting at a General Meeting:

- 22.1.1 directly for the Objects; or
- 22.1.2 by transfer to any charity or charities for purposes similar to the Objects.

22.2 Subject to any such resolution of the Company Members, the Trustees may at any

time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Company be applied or transferred in accordance with the provisions of Article 22.1 above.

- 22.3 The Trustees in office at the date of any such resolution as set out in this Article 22 shall be responsible for the orderly winding-up of the affairs of the Company, and shall ensure that all necessary reports and accounts are sent to the Registrar of Companies and to the Charity Commission.

Schedule 1

We express our loyalty as disciples to the King of kings, the Lord Jesus. We joyfully embrace his command to proclaim the reality of his kingdom which he first announced in this land. The gospel of the kingdom is the good news of salvation, liberation and transformation for all. In light of the above, we agree to chart a way forward together that promotes and protects the biblical gospel and mission to the world, solemnly declaring the following tenets of orthodoxy which underpin our Anglican identity.

We rejoice in the gospel of God through which we have been saved by grace through faith in Jesus Christ by the power of the Holy Spirit. Because God first loved us, we love him and as believers bring forth fruits of love, ongoing repentance, lively hope and thanksgiving to God in all things.

We believe the Holy Scriptures of the Old and New Testaments to be the Word of God written and to contain all things necessary for salvation. The Bible is to be translated, read, preached, taught and obeyed in its plain and canonical sense, respectful of the church's historic and consensual reading.

We uphold the four Ecumenical Councils and the three historic Creeds as expressing the rule of faith of the one holy catholic and apostolic Church.

We uphold the Thirty-nine Articles as containing the true doctrine of the Church agreeing with God's Word and as authoritative for Anglicans today.

We gladly proclaim and submit to the unique and universal Lordship of Jesus Christ, the Son of God, humanity's only Saviour from sin, judgement and hell, who lived the life we could not live and died the death that we deserve. By his atoning death and glorious resurrection, he secured the redemption of all who come to him in repentance and faith.

We rejoice in our Anglican sacramental and liturgical heritage as an expression of the gospel, and we uphold the 1662 Book of Common Prayer as a true and authoritative standard of worship and prayer, to be translated and locally adapted for each culture.

We recognise that God has called and gifted bishops, priests and deacons in historic succession to equip all the people of God for their ministry in the world. We uphold the classic Anglican Ordinal as an authoritative standard of clerical orders.

We acknowledge God's creation of humankind as male and female and the unchangeable standard of Christian marriage between one man and one woman as the proper place for sexual intimacy and the basis of the family. We repent of our failures to maintain this standard and call for a renewed commitment to lifelong fidelity in marriage and abstinence for those who are not married.

We gladly accept the Great Commission of the risen Lord to make disciples of all nations, to seek those who do not know Christ and to baptise, teach and bring new believers to maturity.

We are mindful of our responsibility to be good stewards of God's creation, to uphold and advocate justice in society, and to seek relief and empowerment of the poor and needy.

We are committed to the unity of all those who know and love Christ and to building authentic ecumenical relationships. We recognise the orders and jurisdiction of those Anglicans who uphold orthodox faith and practice, and we encourage them to join us in this declaration.

We celebrate the God-given diversity among us which enriches our global fellowship, and we acknowledge freedom in secondary matters. We pledge to work together to seek the mind of Christ on issues that divide us.

We reject the authority of those churches and leaders who have denied the orthodox faith in word or deed. We pray for them and call on them to repent and return to the Lord.

We rejoice at the prospect of Jesus' coming again in glory, and while we await this final event of history, we praise him for the way he builds up his church through his Spirit by miraculously changing lives.