

**Memorandum and Articles  
of Association**

of

**Bringing Hope**

CHARITY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 1985 AND 1989

(as amended by a special resolution dated 19 November 2007)

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COMPANIES HOUSE

# **MEMORANDUM OF ASSOCIATION OF**

## **Bringing Hope**

(as amended by a special resolution dated 19 November 2007)

### **1 NAME**

The name of the Charity is Bringing Hope

### **2 REGISTERED OFFICE**

The Registered Office will be situated in England and Wales

### **3 OBJECTS**

The Charity's Objects are, as an expression of Christian witness, love and concern, to undertake all or any of the following -

- 3 1 to advance the Christian faith including (but not limited to) engaging with Christian groups in order to promote prayer and missionary activities in line with Bringing Hope's focus,
- 3 2 the relief of persons who are in conditions of need, by reason of youth, age, ill-health, disability, financial hardship or other disadvantage, particularly those who are affected directly or indirectly through the misuse of drugs, alcohol, guns and knives,
- 3 3 to advance education and training and to promote and protect good health (including for the avoidance of doubt physical health, mental health, emotional health and spiritual health) through the provision of pastoral care to those at risk in relation to the above, and
- 3 4 to provide or assist in the provision of facilities in the interests of social welfare for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age, infirmity or disability, financial hardship or social circumstances with the object of improving their conditions of life

### **4 POWERS**

The Charity 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

#### **Staff and Volunteers**

- 4 1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants,
- 4 2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses,

### **Property**

- 4 3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests),
- 4 4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property,
- 4 5 to sell, lease, licence, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 1993),
- 4 6 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent free or at nominal or non-commercial rents);

### **Borrowing**

- 4 7 to borrow and give security for loans,

### **Grants and Loans**

- 4 8 to make grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 1993),

### **Fund Raising**

- 4 9 to raise funds, to invite and receive contributions,

### **Trading**

- 4 10 to trade in the course of carrying out the Objects and to charge for services,

### **Publicity**

- 4 11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Charity and other organisations operating in similar fields,
- 4 12 to promote or carry out research and publish the results of it,

### **Contracts**

- 4 13 to co-operate with and enter into contracts with any person,

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

- 4 14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Charity,

### **Investments**

4 15 to -

4 15 1 deposit or invest funds,

4 15 2 employ a professional fund-manager, and

4 15 3 arrange for the investments or other property of the Charity to be held in the name of a nominee

in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000

### **Insurance**

4 16 to insure the assets of the Charity to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset),

4 17 to insure and to indemnify the Charity's employees and voluntary workers from and against all risks incurred in the proper performance of their duties,

4 18 to take out insurance to protect the Charity and those who use premises owned by or let or hired to the Charity,

4 19 to provide indemnity insurance to cover the liability of the Directors and officers of the Charity who are not Directors,

4 19 1 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 Charity, and

4 19 2 to make contributions to the assets of the Charity in accordance with the provisions of Section 214 of the Insolvency Act 1986

provided that any such insurance in the case of clause 4 19 1 shall not extend to -

- any liability resulting from conduct which the Directors or officers knew, or must have known, was not in the best interests of the Charity or which the Directors or officers did not care whether it was in the best interests of the Charity or not,
- any liability to pay the costs of unsuccessfully depending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors or officers, and
- any liability to pay a fine

and further provided that any such insurance in the case of clause 4 19 2 shall not extend to any liability to make such a contribution where the basis of the Director's or officer's liability is his knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect

that the Charity would avoid going into insolvent liquidation

#### **Other Organisations**

- 4 20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant charitable purposes,
- 4 21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them,
- 4 22 to amalgamate with any charity which has objects similar to the Objects,
- 4 23 to undertake and execute any charitable trusts,
- 4 24 to affiliate, register, subscribe to or join any organisation,
- 4 25 to act as agent or trustee for any organisation,

#### **Reserves**

- 4 26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure,

#### **Formation expenses**

- 4 27 to pay the costs of forming the Charity and of complying with all relevant registration requirements, and

#### **General**

- 4 28 to 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 Charity 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 Charity Member, and
- 5 1 2 a Director may not directly or indirectly receive any payment of money or benefit from the Charity

#### **5 2 Benefits to Charity Members**

Notwithstanding Clause 5 1, the Charity may make the following payments or grant

the following benefits to Charity Members -

**Interest and Rent**

- 5 2 1 reasonable and proper interest on money lent by any Charity Member to the Charity,
- 5 2 2 reasonable and proper rent or hiring free for premises let or hired by any Charity Member to the Charity,

**Supply of Goods or Services**

- 5 2 3 reasonable payments to a Charity Member (or other person with the right to appoint Charity Members) in return for goods and/or services supplied to the Charity pursuant to a contract,

**Out of Pocket Expenses**

- 5 2 4 reasonable and proper out of pocket expenses to Charity Members who are engaged by the Charity as volunteers in the work of the Charity and which are actually incurred by them in carrying out their work as volunteers, and

**Benefits to Charity Members as Beneficiaries**

- 5 2 5 the grant of a benefit to a Charity Member who is a beneficiary of the Charity in the furtherance of the Objects

**5 3 Benefits to Directors**

Notwithstanding Clause 5 1, the Charity may make the following payments or grant the following benefits to Directors -

**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 Directors,
- 5 3 2 reasonable and proper out of pocket expenses to those Directors who are engaged by the Charity as volunteers in the work of the Charity 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 Charity (including the costs of a successful defence to criminal proceedings),
- 5 3 4 the benefit of indemnity insurance under Clause 4 19,

**Fees to companies in which Directors have negligible interests**

- 5 3 5 a payment to a Charity in which a Director has no more than a 1% shareholding,

**Interest and Rent**

- 5 3 6 reasonable and proper interest on money lent by any Director to the Charity,
- 5 3 7 reasonable and proper rent or hiring fee for premises let or hired by any Director to the Charity,

**Beneficiaries**

- 5 3 8 benefits provided in furtherance of the Objects to Directors who are beneficiaries of the Charity where those benefits are the same as or similar to benefits provided to other beneficiaries

**Employment/Supply of Goods and Services**

- 5 3 9 payments to a Director who is employed by the Charity or who enters into a contract for the supply of goods or services to the Charity (other than for acting as a Director) provided that
- 5 3 9 1 the remuneration or other sums paid to the Director do not exceed an amount that is reasonable in all the circumstances,
- 5 3 9 2 the Director is absent from the part of any meeting at which there is a discussion of his employment or remuneration or any matter concerning the contract, his performance in the employment or his performance of the contract, any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him and/or any arrangement with him or to confer any benefit upon him and/or any other matter relating to payment or the conferring any benefit to him,
- 5 3 9 3 the Director does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting,
- 5 3 9 4 the other Directors are satisfied that it is in the interests of the Charity to employ or to contract with the Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest),
- 5 3 9 5 the reason for the Director's decision is recorded in the minutes of the Board meeting, and

5 3 9 6 at no time shall a majority of the Directors receive payment pursuant to this clause 5 3 9

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

#### **Exceptional Circumstances**

5 3 10 other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases

5 4 The limitations in this Clause 5 on the making of payments and the granting of benefits by the Charity to Directors shall also extend to any other Charity in which the Charity

5 4 1 holds more than 50% of the shares, or

5 4 2 controls more than 50% of the voting rights attached to the shares, or

5 4 3 has the right to appoint one or more Directors to its board

5 5 For the purposes of Clause 5 3 a payment to a dependant relative or the spouse of the Director or any person living with the Director as his partner shall be deemed to be a payment to the Director

#### **5 6 Amendments**

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

### **6 LIMIT OF LIABILITY**

The liability of the Charity Members is limited

### **7 GUARANTEE**

Every Charity Member promises, if the Charity is wound up whilst he is a Charity Member or within one year after ceasing to be a Charity Member, to contribute such amount as is required up to a maximum of £1 towards the costs of winding up the Charity and liabilities incurred whilst the contributor was a Charity Member

### **8 WINDING UP**

8 1 The Charity Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways

8 1 1 directly for the Objects, or



- 8 1 2 by transfer to any charity or charities for purposes similar to the Objects, or
  - 8 1 3 to any charity for use for particular purposes that fall within the Objects
- 8 2 Subject to approval by the Charity Members and provided that no resolution under clause 8 1 has been passed by the Charity Members, the Directors may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Charity be applied or transferred
  - 8 2 1 directly for the Objects, or
  - 8 2 2 by transfer to any charity or charities for purposes similar to the Objects, or
  - 8 2 3 to any charity or charities for use for particular purposes that fall within the Objects
- 8 3 In no circumstances shall the net assets of the Charity be paid to or distributed among the Charity Members (except to a Charity Member that is itself a charity) and if no resolution is passed by the Charity Members or the Directors the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Charity Commission

## **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 Charity, in pursuance of the Memorandum.**

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<b>Names and Addresses of Subscribers</b>	<b>Signed</b>	<b>Witnessed</b>
Jonathan Charles Rattley 21 Livingstone Road Kings Heath Birmingham	<i>J Rattley</i>	Joanne Bagby Joanne Bagby 21 Mulberry Rd Bournville Birmingham B30 1SX
Marvin Nicholas Thomas 20 Timbers Way Erdington Birmingham B24 0QJ	<i>M N Thomas</i>	Martin Glynn 85 Albrighton Hse Browns Green Handsworth Wood Birmingham B20 1BG 18/5/07
Carver Lacabinerè Anderson 'Shalom' 321 Eachelhurst Road Walmley Sutton Coldfield B76 1DS	<i>C Anderson</i>	Joanne Bagby Joanne Bagby 21 Mulberry Rd Bournville Birmingham B30 1SX
Richard Anthony Nicol Hampton Farmhouse Hampton Lovett Droitwich Spa Worcester WR9 0LX	<i>R Nicol</i>	Joanne Bagby Joanne Bagby 21 Mulberry Rd Bournville Birmingham B30 1SX
Robin Edwin Thompson 154 Bendall Road Kingstanding Birmingham B44 0SL	<i>R Thompson</i>	Joanne Bagby Joanne Bagby 21 Mulberry Road Bournville Birmingham B30 1SX

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**Dated** 17 5 2007

# **ARTICLES OF ASSOCIATION**

## **BRINGING HOPE**

### **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 Charity
"the Articles"	means these Articles of Association of the Charity
"the Board"	means the board of Directors of the Charity and (where appropriate) includes a Committee and the Directors acting by written resolution
"Board Meeting"	means a meeting of the Board
"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 Charity under Article 23 or where the chair of the Charity is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
"the Charity"	means the charity intended to be regulated by the Articles
"Charity Commission"	means the Charity Commission for England and Wales
"Charity Member"	means a member for the time being of the Charity who is admitted under Article 3
"Clear Days"	in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"Committee"	means a Committee of the Board exercising powers delegated to it by the Board
"Companies House"	means the office of the Registrar of Companies

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“EGM”	means an extraordinary general meeting of the Charity
“General Meeting”	means an AGM or an EGM
“including”	means “including without limitation” and “include” and “includes” are to be construed accordingly
“the Memorandum”	means the Memorandum of Association of the Charity
“the Objects”	means the objects of the Charity set out in Clause 3 of the Memorandum
“Observers”	means those persons (other than Directors) present under Article 26 at a Board Meeting
“Registered Office”	means the registered office of the Charity
“Secretary”	means the secretary of the Charity including a joint, assistant or deputy secretary
“Statement of Faith”	means the statement of faith set out in Article 36
“Director”	means any director of the Charity who is appointed under Article 15
“United Kingdom”	means Great Britain and Northern Ireland
“Vice-Chair”	means a person elected as a Vice-Chair of the Charity under Article 23
“Working Party”	means a body established by the Board to make recommendations to the Board but without decision-making powers

## 1 2 In the Articles

- 1 2 1 terms defined in the Act are to have the same meaning,
- 1 2 2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa,
- 1 2 3 references to “organisations” or “persons” include corporate bodies, public bodies, unincorporated associations and partnerships,
- 1 2 4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it,
- 1 2 5 references to Clauses are to clauses of the Memorandum and to Articles

are to those within the Articles,

1 2 6 headings are not to affect the interpretation of the Memorandum and Articles, 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 Charity

## **PART B. CHARITY MEMBERSHIP**

### **2 CHARITY MEMBERS**

2 1 The Charity Members are -

2 1 1 the subscribers to the Memorandum, and

2 1 2 others admitted to membership of the Charity by the Board under the Articles

### **3 ADMISSION OF CHARITY MEMBERS**

3 1 A person may not be admitted by the Board as a Charity Member -

3 1 1 unless he has signed a written application to become a Charity Member in such form as the Board requires,

3 1 2 if he has ceased to be a Charity Member by reason of his being removed as a Director under Article 17 1 5, Article 17 1 7, Article 17 1 8 or Article 17 1 9,

3 1 3 unless he is aged 18 or over,

3 1 4 if he would immediately cease to be a Charity Member or Director under the Articles, or

3 1 5 unless he has subscribed to the Statement of Faith

3 2 Since Charity Members are also appointed as Directors under Article 15 6 the Board must ensure that when admitting Charity Members it takes into account (to the extent the Board considers it practicable to do so) the need for Charity Members who are also Directors to contribute to the skills mix and balance of the Board as a whole

3 3 Charity membership is personal and not transferable

### **4 TERMINATION OF CHARITY MEMBERSHIP**

4 1 A person will cease to be a Charity Member -

4 1 1 on giving written notice of resignation to the Secretary, or

4 1 2 if he ceases to be a Director

## **PART C. GENERAL MEETINGS**

### **5 ANNUAL GENERAL MEETINGS**

- 5 1 The Charity must hold an AGM each calendar year unless it passes an elective resolution to dispense with this requirement or unless statute provides that it is not necessary to hold an AGM
- 5 2 There must be no more than 15 months between one AGM and the next
- 5 3 The AGM is to be held at such time and place as the Board decides
- 5 4 The business of the AGM is -
  - 5 4.1 to receive the annual Directors' report,
  - 5 4 2 to consider the accounts and the auditors' report,
  - 5 4 3 to appoint the auditors (if necessary), and
  - 5 4 4 to transact any other business specified in the notice convening the meeting

### **6 EXTRAORDINARY GENERAL MEETINGS**

- 6 1 A General Meeting other than an AGM is called an EGM
- 6 2 An EGM is to be called by the Board
- 6 3 If there are insufficient Directors available to form a quorum at a Board Meeting to call an EGM it may be called in the same way as a Board Meeting
- 6 4 On receiving a requisition from at least one-tenth of the Charity Members under Section 368 of the Act the Board must immediately convene an EGM

### **7 NOTICE OF GENERAL MEETINGS**

- 7 1 An AGM and an EGM called to pass a special resolution must be called by at least 21 Clear Days' notice
- 7 2 Any other EGM must be called by at least 14 Clear Days' notice
- 7 3 A General Meeting may be called by shorter notice if this is agreed
  - 7 3 1 for an AGM by all of the Charity Members entitled to attend and vote, and
  - 7 3 2 for an EGM by a majority in number of the Charity Members who may attend and vote and who together hold 95% or more of the total voting rights of all of the Charity Members at the EGM

**7 4 The notice must specify -**

7 4 1 the time, date and place of the General Meeting,

7 4 2 the general nature of the business to be transacted, and,

7 4 3 in the case of an AGM, that it is the AGM

**7 5 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting**

**7 6 Notice of a General Meeting must be given to all of the Charity Members, the Directors and the Charity's auditors (if any)**

**7 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**

**8 QUORUM**

**8 1 No business may be transacted at a General Meeting unless a quorum is present**

**8 2 The quorum for General Meetings is 3 of the Charity Members for the time being present in person or by proxy**

**8 3 A Charity 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**

**8 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 Board decides**

**8 5 If at the adjourned meeting there are again insufficient Charity Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Charity Members who are present (provided that they number at least 2) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted**

**8 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 Charity Members**

**9 CHAIR AT GENERAL MEETINGS**

**9 1 The Chair is to chair General Meetings**

**9 2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Vice-Chair, if any, must chair the General Meeting**

**9 3 If neither the Chair nor the Vice-Chair, if any, is present and willing to act within 15 minutes from the time of the General Meeting, the Charity Members present must**



choose one of their number to chair the General Meeting

## **10 ADJOURNMENT OF GENERAL MEETINGS**

- 10 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
- 10 2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted
- 10 3 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned
- 10 4 It is not necessary to give notice of a General Meeting which is adjourned under Article 10 1 or 10 2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given
- 10 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

## **11 VOTING AT GENERAL MEETINGS**

- 11 1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded
- 11 2 Each Charity Member present in person or by proxy has one vote both on a show of hands and a ballot
- 11 3 If there is an equality of votes on a show of hands or a ballot the Chair is not entitled to a second or casting vote
- 11 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
- 11 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

## **12 BALLOTS**

- 12 1 A ballot may be demanded by the Chair or by any two Charity Members before or on the declaration of the result of a show of hands
- 12 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
- 12 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

- 12 4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Charity 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.
- 12 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.
- 12 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.

### **13 PROXIES**

- 13 1 A Charity Member may appoint a proxy in writing. A proxy need not be a Charity Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 35. A proxy may not appoint another proxy.
- 13 2 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 13 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.
- 13 4 No document appointing a proxy will be valid for more than 12 months.
- 13 5 A vote given or ballot demanded by proxy is to be valid despite -
  - 13 5 1 the revocation of the proxy, or
  - 13 5 2 the death or insanity of the principalunless 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.
- 13 6 A proxy form will not be valid for any part of a General Meeting at which the Charity Member who appointed the proxy is present.

### **14 CHARITY MEMBERS' WRITTEN RESOLUTIONS**

- 14 1 Subject to the Act, a written resolution signed by all of the Charity Members entitled to attend and vote at a General Meeting (provided those Charity Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting.
- 14 2 A resolution under Article 14 1 may consist of several documents in similar form.

each signed by one or more Charity Members

## **PART D. DIRECTORS**

### **15 APPOINTMENT OF DIRECTORS**

- 15 1 The number of Directors must always be the same as the number of Charity Members,
- 15 2 Unless the Board decides otherwise the minimum number of Trustees is 3,
- 15 3 The first Directors are those named in the statement delivered to the Registrar of Companies under Section 10(2) of the Act,
- 15 4 The appointment of a Director is not to take effect until he has signed the prescribed Companies House form. The appointment of any person as a Director who has not done so within one month of appointment is to lapse unless the Board resolves that there is good cause for the delay,
- 15 5 A person may not be a Director unless he is a Charity Member, and
- 15 6 Subject to Article 15 4 each of the Charity Members is to be a Director

### **16 OBLIGATIONS OF DIRECTORS**

- 16 1 The Board must set out in writing the principal obligations of every Director to the Board and to the Charity. The statement of Directors' obligations is not intended to be exhaustive and the Board may review and amend it from time to time
- 16 2 The statement of the obligations of the Directors to the Charity must include -
  - 16 2 1 a commitment to its values and objectives,
  - 16 2 2 an obligation to contribute to and share responsibility for the Board's decisions,
  - 16 2 3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events,
  - 16 2 4 an obligation to declare relevant interests,
  - 16 2 5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board,
  - 16 2 6 an obligation to comply with fiduciary duties, including -
    - 16 2 6 1 to act in the best interests of the Charity,
    - 16 2 6 2 to declare any interests a Director may have in matters to be discussed at 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 Charity;

- 16 2 6 3 to secure the proper and effective use of the Charity's property,

16 2 6 4 to act personally,

16 2 6 5 to act within the scope of any authority given,

16 2 6 6 to use the proper degree of skill and care when making decisions particularly when investing funds,

16 2 6 7 to act in accordance with the Memorandum and Articles, and

16 2 6 8 a reference to obligations under the general law

16 3 A Director must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Charity within one month of his appointment

## **17 RETIREMENT AND REMOVAL OF DIRECTORS**

17 1 A Director will cease to hold office if he -

17 1 1 dies,

17 1 2 ceases to be a Director under the Act or is prohibited by law from being a director of a company or is disqualified from acting as a charity trustee under the Charities Act 1993,

17 1 3 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury,

17 1 4 is declared bankrupt or makes any arrangement or composition with his creditors,

17 1 5 is in the opinion of the Board guilty of conduct detrimental to the interests of the Charity and the Board resolves by a 75% majority of the Directors present and voting that he should be removed provided that the Director concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Director,

17 1 6 resigns by written notice to the Secretary or Chair of the Board,

17 1 7 is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 75% majority of the Directors present and voting) that he should cease to be a Director,

17 1 8 fails to sign a statement of his obligations as required by Article 16 3 within one month of his appointment and the Board resolves that he be removed,

17 1 9 has, in the reasonable opinion of the Board, ceased to subscribe to the Statement of Faith and the Board resolves (by a 75% majority of the Directors present and voting) that he should cease to be a Director, or

17 1 10 ceases to be a Charity Member

## **18 DIRECTORS' INTERESTS**

18 1 A Director who has a direct or indirect interest in any contract, proposed contract, arrangement or dealing with the Charity must declare his interest under section 317 of the Act before the matter is discussed by the Board

18 2 Every Director must ensure that at all times the Charity has a list of -

18 2 1 any other body of which he is a director or officer,

18 2 2 any firm in which he is a partner,

18 2 3 any public body of which he is an official or elected member,

18 2 4 any company whose shares are publicly quoted in which he owns or controls more than 2% of the shares,

18 2 5 any company whose shares are not publicly quoted in which he owns or controls more than 10% of the shares, or

18 2 6 any other interest which is significant or material

18 3 A decision of the Board will not be invalid because of the subsequent discovery of an interest which should have been declared

### **18 4 Personal Interests**

18 4 1 A Director has a personal interest in a matter which is to be discussed or determined by the Board if he will be directly affected by the decision of the Board in relation to that matter

18 4 2 A Director who has a personal interest in a matter which is to be discussed or determined by the Board -

18 4 2 1 may not count towards the quorum in relation to that matter,

18 4 2 2 may not take part in the discussion in relation to that matter,

18 4 2 3 may not vote in relation to that matter, and

18 4 2 4 must leave the Board Meeting at which the matter is discussed and determined

### **18 5 Non-Personal Interests**

18 5 1 A Director who has an interest in a matter which is to be discussed or determined by the Board but which is not a personal interest may, subject to his fulfilling his duty to act in the best interests of the Charity and to the right of the remaining Directors to require that he should withdraw from

the Board Meeting at which the matter is to be discussed or determined -

18 5 1 1 count towards the quorum in relation to that matter,

18 5 1 2 take part in the discussion in relation to that matter,

18 5 1 3 remain in the Board Meeting at which the matter is to be  
discussed or determined, and

18 5 1 4 vote in relation to that matter

## **PART E. BOARD MEETINGS**

### **19 FUNCTIONS OF THE BOARD**

- 19 1 The Board must direct the Charity's affairs in such a way as to promote the Objects  
Its functions include
- 19 1 1 defining and ensuring compliance with the values and objectives of the Charity,
  - 19 1 2 establishing policies and plans to achieve those objectives,
  - 19 1 3 approving each year's budget and accounts before publication,
  - 19 1 4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties under Article 24 and to employees with proper systems of control,
  - 19 1 5 monitoring the Charity's performance in relation to its plans budget controls and decisions,
  - 19 1 6 appointing (and if necessary removing) employees,
  - 19 1 7 satisfying itself that the Charity's affairs are conducted in accordance with generally accepted standards of performance and propriety, and
  - 19 1 8 ensuring that appropriate advice is taken on the items listed in Articles 19 1 1 to 19 1 7 and in particular on matters of legal compliance and financial viability

### **20 POWERS OF THE BOARD**

- 20 1 Subject to the Act, the Memorandum and the Articles, the business of the Charity is to be managed by the Board who may exercise all of the powers of the Charity
- 20 2 An alteration to the Memorandum or the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration

### **21 BOARD MEETINGS**

- 21 1 Subject to the Articles, the Board may regulate Board Meetings as it wishes
- 21 2 Board Meetings may be called by any Director or the Secretary
- 21 3 7 days' notice of Board Meetings must be given to each of the Directors but it is not necessary to give notice of a Board Meeting to a Director who is out of the United Kingdom
- 21 4 A Board Meeting which is called on shorter notice than required under Article 21 3 is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency



- 21 5 Matters arising at a Board Meeting are to be decided by a simple majority of votes and each Director is to have one vote
- 21 6 If there is an equality of votes the Chair is not entitled to a second or casting vote
- 21 7 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith

## **22 QUORUM FOR BOARD MEETINGS**

- 22 1 The quorum for Board Meetings is 3 of the Directors for the time being
- 22 2 A Director may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment
- 22 3 The Board may act despite vacancies in its number but if the number of Directors is less than 3 then the Board may act only to admit Charity Members under Article 2
- 22 4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to
  - 22 4 1 adjourn it to such other time and place as they decide, or
  - 22 4 2 call a General Meeting, or
  - 22 4 3 admit Charity Members under Article 2
- 22 5 If at the adjourned meeting there are again insufficient Directors present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Directors who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted

## **23 CHAIR AND VICE-CHAIR**

- 23 1 The Charity must have a Chair and may have a Vice-Chair. The Chair and the Vice-Chair, if any, are to be elected by the Board. The Board must decide the period during which they are each to hold office and the precise point at which their term of office ends. Both the Chair and the Vice-Chair, if any, may be re-elected by the Board
- 23 2 The Chair and the Vice-Chair, if any, may resign from their positions at any time (without necessarily resigning as Directors at the same time)
- 23 3 Where there is no Chair the first item of business at a Board Meeting must be to elect a Chair in accordance with Article 23 1
- 23 4 The Chair and the Vice-Chair, if any, may be removed only at a 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.

- 23.5 The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish, or is not able, to do so.
- 23.6 If the Chair is not present within 5 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Vice-Chair, if any, must chair the Board Meeting unless he is unwilling or unable to do so.
- 23.7 If both the Chair and the Vice-Chair, if any, are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Directors who is present to chair the Board Meeting.
- 23.8 The functions of the Chair are -
- 23.8.1 to act as an ambassador for the Charity and to represent the views of the Board to the general public and other organisations,
  - 23.8.2 to ensure that Board Meetings and General Meetings are conducted efficiently,
  - 23.8.3 to give all Directors an opportunity to express their views,
  - 23.8.4 to establish a constructive working relationship with, and to provide support for, the employees,
  - 23.8.5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any employee is or is due to become vacant, a replacement is found in a timely and orderly fashion,
  - 23.8.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Charity to be carried on effectively between Board Meetings,
  - 23.8.7 to ensure that the Board monitors the use of delegated powers, and
  - 23.8.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee.
- 23.9 The role of the Vice-Chair, if any, 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.

## **24 COMMITTEES AND WORKING PARTIES**

- 24.1 The Board may
- 24.1.1 establish Committees consisting of those persons whom the Board decide,
  - 24.1.2 delegate to a Committee any of its powers, and

24 1 3 revoke a delegation at any time

- 24 2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.
- 24 3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.
- 24 4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee or Working Party.
- 24 5 The Board must determine the quorum for each Committee and Working Party it establishes.
- 24 6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.
- 24 7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

## **25 COUNCIL OF REFERENCE**

- 25 1 The Board may establish a Council of Reference consisting of those persons whom the Board decide subject to Articles 25 3 and 25 4.
- 25 2 The purpose of the Council of Reference is to be decided from time to time by the Board.
- 25 3 None of the members of the Council of Reference may be Directors of the Charity.
- 25 4 All members of the Council of Reference must subscribe to the Statement of Faith.
- 25 5 The Council of Reference may not take any decisions on behalf of the Board and can have no authority to incur expenditure.
- 25 6 Each member of the Council of Reference is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Council of Reference.

## **26 OBSERVERS**

- 26 1 Subject to Article 26 4, the Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms the Board decides.
- 26 2 Observers may not vote but may take part in discussions with the prior consent of the Chair.

26 3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private

26 4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered

## **27 DIRECTORS' WRITTEN RESOLUTIONS**

27 1 A written resolution signed by all of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting

27 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

27 3 A resolution under Articles 27 1 or 27 2 may consist of several documents in similar form each signed by one or more of the Directors or Committee Members and will be treated as passed on the date of the last signature

## **PART F. OFFICERS**

### **28 THE SECRETARY**

- 28 1 A Secretary must be appointed by the Board for such a term as the Board decides but if statute provides that the Charity does not need to have a Secretary then the Board is under no obligation to appoint one
- 28 2 A Secretary may be removed by the Board at any time
- 28 3 If a Director is appointed as Secretary he may not receive any remuneration for acting in that capacity

### **29 INDEMNITIES FOR OFFICERS AND EMPLOYEES**

- 29 1 The Charity may indemnify any officer or employee (other than a Director) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence
- 29 2 Subject to the Act (in particular sections 309A and 310) and Article 29 3, the Charity may indemnify any Director against any liability incurred by him in his capacity as such
- 29 3 The indemnity provided to a Director in accordance with Article 29 2 may not include any indemnity against liability
  - 29 3 1 to the Charity or a company associated with it,
  - 29 3 2 for fines or penalties, or
  - 29 3 3 incurred as a result of his unsuccessful defence of criminal or civil proceedings
- 29 4 The indemnity provided to a Director in accordance with Article 29 2 may include the provision of funds to cover his legal costs as they fall due on terms that the Director in question will repay the funds if he is unsuccessful in his defence of the criminal or civil proceedings to which these costs relate
- 29 5 In respect to its auditor the Charity may -
  - 29 5 1 purchase and maintain insurance for his benefit against any liability incurred by him in his capacity as such, and
  - 29 5 2 indemnify him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court

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

### **30 MINUTES**

- 30 1 The Secretary (or other person nominated by the Board) must keep minutes of all General Meetings
- 30 2 The Board must arrange for minutes to be kept of all Board Meetings. The names of the Directors present must be included in the minutes
- 30 3 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting)
- 30 4 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved
- 30 5 The Board must keep minutes of all of the appointments made by the Board

### **31 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN**

- 31 1 The Charity must comply with Part VII of the Act and the Directors must comply with their obligations as charity trustees under Part VI of the Charities Act 1993 in -
  - 31 1 1 preparing and filing an annual Directors report and annual accounts and sending them to the Charity Commission, and
  - 31 1 2 making an annual return to the Registrar of Companies and the Charity Commission
- 31 2 The Charity 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)
- 31 3 The annual Directors' report and accounts must contain -
  - 31 3 1 revenue accounts and balance sheet for the last accounting period,
  - 31 3 2 the auditor's report on those accounts, and
  - 31 3 3 the Board's report on the affairs of the Charity
- 31 4 The accounting records of the Charity must always be open to inspection by a Director

### **32 BANK AND BUILDING SOCIETY ACCOUNTS**

- 32 1 All bank and building society accounts must be controlled by the Board and must include the name of the Charity

- 32 2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions

### **33 EXECUTION OF DOCUMENTS**

- 33 1 Unless the Board decides otherwise, documents which are executed as deeds must be signed by

- 33 1 1 two Directors, or

- 33 1 2 one Director and the Secretary

### **34 NOTICES**

- 34 1 Notices under the Articles must be in writing except notices calling Board Meetings

- 34 2 A Charity 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

- 34 3 The Charity may give a notice to a Charity Member, Director, Secretary or auditor either

- 34 3 1 personally,

- 34 3 2 by sending it by post in a prepaid envelope,

- 34 3 3 by facsimile transmission,

- 34 3 4 by leaving it at his address, or

- 34 3 5 by email

- 34 4 Notices under Article 34 3 2 to 34 3 5 may be sent

- 34 4 1 to an address in the United Kingdom which that person has given the Charity,

- 34 4 2 to the last known home or business address of the person to be served, or

- 34 4 3 to that person's address in the Charity's register of Members

- 34 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

- 34 6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report

- 34 7 A copy of the notification from the system used by the Charity to send emails, that the email has been sent to the particular person, will be conclusive evidence that the

notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent

34 8 A notice may be served on the Charity by delivering it or sending it to the Registered Office or by handing it to the Secretary

34 9 The Board may make standing orders to define other acceptable methods of delivering notices

### **35 STANDING ORDERS**

35 1 Subject to Article 35 4 -

35 1 1 the Board may from time to time make standing orders for the proper conduct and management of the Charity, and

35 1 2 the Charity in General Meeting may alter, add to or repeal the standing orders

35 2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Charity Members

35 3 Standing orders are binding on all Charity Members and Directors

35 4 No standing order may be inconsistent with or may affect or repeal anything in the Memorandum or the Articles



## **PART H. STATEMENT OF FAITH**

### **36 STATEMENT OF FAITH**

The Statement of Faith is –

Belief in

- 36 1 The one true God who lives eternally in three persons – the Father, the Son and the Holy Spirit
- 36 2 The love, grace and sovereignty of God in creating, sustaining, ruling, redeeming and judging the world
- 36 3 The divine inspiration and supreme authority of the Old and New Testament Scriptures, which are the written Word of God – fully trustworthy for faith and conduct
- 36 4 The dignity of all people, made male and female in God's image to love, be holy and care for creation, yet corrupted by sin, which incurs divine wrath and judgement
- 36.5 The incarnation of God's eternal Son, the Lord Jesus Christ – born of the virgin Mary, truly divine and truly human, yet without sin
- 36 6 The atoning sacrifice of Christ on the cross dying in our place, paying the price of sin and defeating evil, so reconciling us with God
- 36 7 The bodily resurrection of Christ, the first fruits of our resurrection, his ascension to the Father, and his reign and mediation as the only Saviour of the world
- 36 8 The justification of sinners solely by the grace of God through faith in Christ
- 36 9 The ministry of God the Holy Spirit, who leads us to repentance, unites us with Christ through new birth, empowers our discipleship and enables our witness
- 36.10 The Church, the body of Christ both local and universal, the priesthood of all believers – given life by the Spirit and endowed with the Spirit's gifts to worship God and proclaim the gospel, promoting justice and love
- 36.11 The personal and visible return of Jesus Christ to fulfil the purposes of God, who will raise all people to judgement, bring eternal life to the redeemed and eternal condemnation to the lost, and establish a new heaven and new earth

**Names & Addresses  
of Subscribers****Signed****Witnessed**

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**Dated** 17 5 2007