

**Company No: 10102445**

**Charity No: 1167335**

**THE COMPANIES ACT 2006  
COMPANY NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION  
OF  
THE LITTLE GATE TRUST**

Last amended on 11 April 2022

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## THE LITTLE GATE TRUST

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## **PART 1 - PRELIMINARY**

### **1 NAME AND STATUS**

- 1.1 The name of the Company is "The Littlegate Trust".
- 1.2 The Company is registered under the Companies Act as a company limited by guarantee in England and Wales.

### **2 DISAPPLICATION OF MODEL ARTICLES**

- 2.1 The Articles alone shall constitute the regulations of the Company. The regulations contained in The Model Articles for Private Companies Limited by Guarantee (contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company.

### **3 DEFINITIONS AND INTERPRETATION**

- 3.1 In these Articles, the following expressions have the following meanings and interpretations unless the context indicates another meaning:

|                    |  |
|--------------------|--|
| AGM                | an annual general meeting of the Company   |
| the Articles       | the Company's Articles of Association, and Article refers to a particular Article        |
| Board              | the Board of Trustees  |
| Chair              | the chair of the Trustees as appointed in accordance with Article 18.1.2                 |
| the Company        | the company governed by these Articles   |
| the Charities Acts | the Charities Acts 1992 to 2011  |
| Charity Trustee    | has the meaning prescribed by the Charities Acts   |
| Clear Day          | does not include the day on which notice is served or deemed to be served or the day for |

|                    |  |
|--------------------|--|
|                    | which it is given or on which it is due to take effect   |
| the Commission     | the Charity Commission for England and Wales or any body which replaces it   |
| the Companies Act  | the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force  |
| Conflicted Trustee | a Trustee in respect of whom a conflict of interest or loyalty could, or could be seen to, prevent the Trustee from making a decision solely in the best interests of the Company, and which arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Company, or has some separate interest or duty in a matter to be decided by the Company or in relation to information which is confidential to the Company, or because the Trustee owes a duty of loyalty to another organisation whose interests conflict or are likely to conflict with those of the Company |
| Connected Person   | has the same meaning as in s188 Charities Act 2011   |
| Custodian          | a person or body who undertakes safe custody of assets or of documents or records relating to them   |
| Electronic Means   | refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference   |

|                             |   |
|-----------------------------|---|
| External Body               | the body appointed in accordance with clause 15   |
| Evangelical Christian Faith | the fundamental truths of Christianity as revealed in Holy Scripture, including in particular those truths set out in the Statement of Faith  |
| Financial Expert            | an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000  |
| Financial Year              | the Company's financial year  |
| Firm                        | includes a limited liability partnership  |
| General Meeting             | a meeting of the Members of the Company, acting in that capacity  |
| Holy Scripture              | the sixty-six canonical books of the Old and New Testaments   |
| Indemnity Insurance         | insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty |
| Material Benefit            | a benefit, direct or indirect, which may not be financial but has a monetary value  |
| Member/Membership           | refers to a person that is either a subscriber to the Memorandum or is otherwise admitted to membership of the company in accordance with these Articles (and for the avoidance of doubt, does not refer to subscribing members, associates or affiliates granted such status in accordance with Article 18.1.4)                        |

|                     |   |
|---------------------|---|
| Memorandum          | the Company's Memorandum of Association   |
| Month               | calendar month  |
| Nominee Company     | a corporate body registered or having an established place of business in England and Wales which holds title to property for another   |
| Ordinary Resolution | a resolution agreed by a simple majority of the Members present and eligible to vote at a general meeting or in the case of a Written Resolution by Members who together hold a simple majority of the voting power   |
| the Objects         | the Objects of the Company as defined in Article 4  |
| Reform              | the charity registered in England and Wales with number 1036194, whose principal address as at the date of incorporation is PO Box 1183, Sheffield S10 3YA  |
| Special Resolution  | a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and eligible to vote at a general meeting or in the case of a Written Resolution by Members who together hold 75% of the voting power   |
| Statement of Faith  | the statement set out at Schedule 1 together with such other statements reflecting the historic evangelical Christian faith set out in Holy Scripture as shall be determined by a resolution of the Trustees passed in accordance with article 4.3, provided any such further or supplemental statements shall be consistent with the matters set out at Schedule 1 |

|                       |   |
|-----------------------|---|
| Subscribers           | those persons who have subscribed to the Company's Memorandum of Association and are the Company's first Trustees as at the date of incorporation   |
| Subsidiary Company    | any company in which the Company has an interest that consists of more than 50% of the share capital of the company or controls more than 50% of the voting rights at a general meeting of the company, or in respect of which the Company has the right to appoint one or more directors |
| Trustee               | director of the Company and 'Trustees' means the directors  |
| Written or in Writing | refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper   |
| Written Resolution    | refers to an Ordinary or a Special Resolution which is in Writing   |

3.2 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

3.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

## **PART 2 – OBJECTS AND POWERS OF THE COMPANY**

### **4 OBJECTS**

4.1 The objects of the Company are to advance the Evangelical Christian Faith, in particular (but without limitation) by providing premises for churches and other Christian charities or groups that are in sympathy with the Statement of Faith to meet and carry out activities.

4.2 This Article 4 may be amended by a resolution passed by a majority of at least 75% of all the Members, but only with the prior written consent of the Commission.

4.3 The Statement of Faith shall only be amended or supplemented by a resolution of the Trustees passed by a majority of at least 75% of all them.

## **5 POWERS**

The Company has the power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the Company has power to:

5.1 Raise funds, provided that the Company must not undertake any permanent taxable trading activity and must comply with any relevant statutory regulations;

5.2 Buy, take on lease or in exchange, hire or otherwise acquire real, personal or intangible property or assets and rights or privileges and to maintain and equip such property for use;

5.3 Make any kind of donation, grant or loan, and provide scholarships, bursaries and sponsorship or otherwise support projects or initiatives;

5.4 Invite and receive donations, legacies, grants, property and other gifts, save that the Company shall be free to disclaim any gift, legacy or bequest in whole or part in such circumstances as the Company may think fit, subject to such consents as may be required by law;

5.5 Prepare, edit, print, publish, issue, acquire and distribute information in any media format (or commission other bodies or individuals to do so);

5.6 Provide, promote and sponsor conferences, discussions, exhibitions and other like events;

5.7 Promote, sponsor, commission or carry out research;

5.8 Co-operate with other bodies in any way, including the exchange of information and advice, entering partnerships, joint working arrangements and joint ventures;



- 5.9 Support, administer or set up other charities, associations or institutions;
- 5.10 Draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Company;
- 5.11 Give guarantees;
- 5.12 Give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Acts);
- 5.13 Pay outgoings and expenses and execute documents and do all things required in connection with the use, maintenance, upkeep, expansion, alteration or improvement of any such property;
- 5.14 Sell, lease or otherwise dispose of all or any part of the property belonging to the Company, in accordance with the restrictions set out in sections 117-122 of the Charities Act 2011;
- 5.15 Charge the whole or any part of the property belonging to the Company as security for repayment of any loan, in accordance with the restrictions set out in sections 124-126 of the Charities Act 2011 (insofar as applicable);
- 5.16 Borrow funds;
- 5.17 Set aside funds for special purposes or as reserves against future expenditure;
- 5.18 Deposit or invest funds in any manner;
- 5.19 Delegate the management of investments to a Financial Expert, on such terms as the Trustees consider fit and subject to review at least annually.
- 5.20 Arrange for investments or other property of the Company to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a Financial Expert acting under their instructions, and pay any reasonable fee required;

- 5.21 Deposit documents and physical assets with any company registered or having a place of business in England or Wales as Custodian, and pay any reasonable fee required;
- 5.22 Insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company and its officers, staff and voluntary workers when required;
- 5.23 Subject to Article 6, employ paid or unpaid agents, staff or advisers and to make all reasonable and necessary provisions towards the payment of pensions and superannuation to staff (provided that, in relation to staff who have responsibilities for any theological or spiritual aspect of the Company's activities, the Trustees must ensure that such a staff member is committed to the Company's Objects and the Statement of Faith in belief and conduct);
- 5.24 Appoint and remunerate a Company Secretary in accordance with the Companies Act;
- 5.25 Enter into contracts to provide services to or on behalf of other bodies;
- 5.26 Establish or acquire Subsidiary Companies;
- 5.27 Pay out of the funds of the Company the costs, charges and expenses incurred in relation to the formation and registration of the Company;
- 5.28 Provide indemnity insurance to cover the liability of any Member or Trustee, in accordance with these Articles; and
- 5.29 Do anything else within the law which promotes or helps to promote the Objects.

## **6 APPLICATION OF INCOME AND PROPERTY**

- 6.1 The Trustees must apply the income and, at their discretion, all or part of the capital of the Company (subject to any trusts on which it is held) in furthering the Objects.
- 6.2 Except as provided below or as otherwise authorised in advance in writing by the Charity Commission, no Trustee or Connected Person may sell goods, services or any interest in land to the Company; be employed

by, or receive any remuneration from, the Company; or receive any other financial benefit from the Company.

6.3 A Trustee may:

6.3.1 Be reimbursed out of the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company; and

6.3.2 Benefit from trustee indemnity insurance cover purchased at the Company's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

6.4 A Trustee or Connected Person may, subject to Article 20 below:

6.4.1 Receive interest on money lent to the Company at a reasonable and proper rate;

6.4.2 Receive a proper and reasonable amount in rent for premises let by the Trustee or Connected Person to the Company;

6.4.3 Enter into a contract for the supply of services, or of goods that are supplied in connection with those services, to the Company, in accordance with the conditions set out in section 185 Charities Act 2011;

6.4.4 Supply the Company with goods where the supply is not connected with the provision of services to the Company, on condition that:

6.4.4.1 The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Company and the Trustee or Connected Person ("supplier");

6.4.4.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;

6.4.4.3 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;

- 6.4.4.4 A majority of the Trustees then in office are not in receipt of remuneration or payment under Articles 6.4.3 and 6.4.4; and
  - 6.4.4.5 the supplier is absent from the part of any meeting at which there is 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;
  - 6.4.4.6 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
  - 6.4.4.7 the reason for their decision is recorded by the Trustees in the minute book.
- 6.4.5 In this Article 6.4, "Company" shall include any Subsidiary Company.

## **7 WINDING UP OR DISSOLUTION**

- 7.1 The Trustees may dissolve the Company if they decide that it is necessary or desirable to do so. Any resolution to dissolve the Company must be passed at a meeting of the Trustees of which at least 21 days' notice is given, and at which at least 75% of the Trustees vote in favour.
- 7.2 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other charitable body or bodies having objects similar to the Objects of the Company (in particular in relation to the advancement of the Evangelical Christian Faith) and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 6, and if and in so far as effect cannot be given to such provision, then to some other charitable body which advances the Evangelical Christian Faith, and the approval of any gift or transfer under this Article 7.2 shall be by a majority of at least 75% of the Trustees, excluding any Conflicted Trustee.

## **PART 3 - MEMBERS**

### **8 MEMBERSHIP**

- 8.1 The Company must maintain a register of Members.
- 8.2 The Subscribers to the Memorandum of Association shall be the first Members of the Company.
- 8.3 Membership is only open to the Trustees, each of whom shall be admitted as Members automatically on their appointment as a Trustee.
- 8.4 Membership is not transferable.
- 8.5 Membership is terminated if the Member concerned:
  - 8.5.1 Ceases to be a Trustee;
  - 8.5.2 Gives written notice of resignation provided that, on their resignation, at least five Members remain; or
  - 8.5.3 Dies.

### **9 LIABILITY OF MEMBERS**

- 9.1 The liability of Members is limited.
- 9.2 Every Member promises, if the Company is dissolved while he/she remains a Member or within one year after he/she ceases to be a Member, to pay up to £1 towards:
  - 9.2.1 Payment of those debts and liabilities of the Company incurred before he/she ceased to be a Member;
  - 9.2.2 Payment of the costs, charges and expenses of winding up; and
  - 9.2.3 The adjustment of rights of contributors among themselves.

### **10 MEETINGS OF MEMBERS**

- 10.1 The Company may (but need not) hold an AGM in any year.
- 10.2 Whether or not the Company holds an AGM, Members are entitled to:

- 10.2.1 Receive the accounts of the Company for each financial year;
- 10.2.2 Receive an annual written report on the Company's activities; and
- 10.2.3 Appoint reporting accountants or auditors for the Company (unless such accountants or auditors are automatically deemed reappointed under the Companies Act).

10.3 The Board shall call a General Meeting if required to do so by the Members in accordance with section 303 of the Companies Act.

## **11 NOTICE OF AND PROCEEDINGS AT MEETINGS OF MEMBERS**

11.1 Members are entitled to attend General Meetings in person or by proxy (but only if the appointment of a proxy is in Writing and notified to the Company before the commencement of the meeting).

11.2 General Meetings are called on at least 14 and not more than 28 Clear Days' written notice, unless the Members consent to a shorter period of notice in accordance with the Companies Act, and subject to any specific provisions of the Companies Act in relation to a requirement for longer periods of notice.

11.3 A notice of a General Meeting shall set out the business to be discussed and the right of a Member to appoint a proxy, in accordance with the requirements of the Companies Act.

11.4 A General Meeting may be held either in person or by suitable Electronic Means agreed in advance by the Members in which all participants may communicate with all the other participants.

11.5 There is a quorum at a General Meeting if the number of Members present in person or by proxy is at least five Members.

11.6 The Chair of Trustees shall chair General Meetings, except that if the Chair is unwilling or unable to chair for all or part of a meeting, any person nominated by the Members present at the General Meeting may act as chairperson.

11.7 The person chairing the General Meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the

meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at the adjourned meeting other than business that might properly have been transacted at the meeting had the adjournment not taken place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting unless a meeting is adjourned for fourteen days or more, in which case at least seven days' notice of the adjourned meeting shall be given.

11.8 Except where otherwise provided by the Articles or the Companies Act, every matter proposed at a General Meeting is decided by Ordinary Resolution.

11.9 Every Member present in person or by proxy at a General Meeting has one vote on each matter.

11.10 Except where otherwise provided by the Articles or the Companies Act, a Written Resolution (whether an Ordinary or a Special Resolution) is as valid as an equivalent resolution passed at a General Meeting. For this purpose the Written Resolution may be set out in more than one document.

11.11 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a General Meeting or a Written Resolution.

#### **PART 4 - TRUSTEES**

### **12 THE TRUSTEES**

12.1 Subject to the provisions of the Act, these Articles and to any directions given by Special Resolution of the Members, the business of the Company shall be overseen by the Trustees. However no resolution passed by the Company shall invalidate any prior act of the Trustees which would have been valid if that resolution had not been passed.

### **13 NUMBER OF TRUSTEES**

13.1 The minimum number of Trustees shall be six and the maximum number shall be nine.

## **14 APPOINTMENT AND RETIREMENT OF TRUSTEES**

- 14.1 Apart from the Subscribers, every Trustee must be appointed for a term of no greater than five years by a resolution of the Board passed by a 75% majority of the total number of Trustees.
- 14.2 Trustees may be reappointed for up to two further terms of five years each, but on expiry of their third term of office cannot then be reappointed until at least one year has elapsed. Any reappointment of a Trustee shall also be by a resolution of the Board passed by a 75% majority of the total number of Trustees, and prior to any such reappointment:
  - 14.2.1 the relevant Trustee must re-confirm in Writing the matters set out in Article 14.5.1; and
  - 14.2.2 the Board must be satisfied that the requirements of Articles 14.4 and 14.5 are met in relation to the reappointment.
- 14.3 The Subscribers shall automatically be appointed as Trustees from the date of incorporation of the Company, and subject to Article 15, their initial periods of office shall expire as set out below, after which they shall be eligible for reappointment in accordance with Article 14.2 above:
  - 14.3.1 John Miller – 4 years from incorporation
  - 14.3.2 Stephen Willis – 4 years from incorporation
  - 14.3.3 Tim Dossor – 5 years from incorporation
  - 14.3.4 Elizabeth Mortimer – 5 years from incorporation
  - 14.3.5 Alexander Marcham – 6 years from incorporation
  - 14.3.6 Simon Pillar – 6 years from incorporation
- 14.4 In selecting individuals for appointment as Trustees, the Trustees must have regard to the balance of skills, knowledge and experience needed for the effective administration of the Company, the standards of integrity



and commitment required of its Trustees, and any particular role descriptions that the Trustees have agreed in relation to the appointment.

- 14.5 No one shall be appointed or re-appointed as a Trustee unless:
  - 14.5.1 He or she has confirmed in Writing his or her willingness to be appointed as a Trustee and his or her wholehearted and unreserved agreement with, and support for, the Objects, including the Statement of Faith; and
  - 14.5.2 He or she has demonstrated to the reasonable satisfaction of the Board that he or she has a wholehearted commitment to the Objects, aims and ethos of the Company and is willing to commit to the full responsibilities of being a Trustee *including in relation to any particular role descriptions* for Trustees as are agreed by the Board from time to time; and
  - 14.5.3 He or she has demonstrated to the reasonable satisfaction of the Board that he or she is of good character and in good standing with a local evangelical church and, if required by the Trustees, has provided a Written reference from the church to that effect; and
  - 14.5.4 The External Body has confirmed in Writing that it is happy for the proposed Trustee to be appointed.
- 14.6 No one shall be appointed as a Trustee if:
  - 14.6.1 He or she is under 18 years of age; or
  - 14.6.2 He or she would be disqualified from office under the provisions of Article 16.
- 14.7 Every Trustee shall be required to affirm in Writing, at least once in each calendar year, his or her continued acceptance of the Statement of Faith.
- 14.8 A Trustee may retire by giving written notice to the Company, and such resignation takes effect in accordance with its terms, save that a Trustee's notice of resignation will not take effect if, after the resignation, there would then be fewer than the minimum number of Trustees as set out in Article 13.

- 14.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Trustees.

## **15 APPOINTMENT OF THE EXTERNAL BODY**

- 15.1 At incorporation, the External Body shall be Reform, and for so long as Reform shall remain the External Body in accordance with these Articles its powers under clause 14.5.4 shall be exercised by its trustees.

- 15.2 Subject to articles 15.3 and 15.4:

- 15.2.1 Reform shall exercise the powers of the External Body granted by these Articles for five years from the date of incorporation; and

- 15.2.2 At each five-year anniversary of the date of incorporation, the Trustees shall decide which organisation shall be appointed as the External Body, and shall be permitted to renew the appointment of Reform or of any other organisation subsequently appointed in its place.

- 15.3 If Reform, or any other organisation appointed in its place as the External Body in accordance with article 15.2 above, should cease to exist (save for any solvent reorganisation or reconstruction, including the restructuring of the External Body as an incorporated organisation), the Trustees shall be entitled to appoint another organisation as the External Body for a five year period, and the dates of any subsequent appointments shall run for five years from the tenth anniversary of such appointment.

- 15.4 Any organisation appointed as the External Body under this article 15 shall have purposes that are consistent with those of the Company.

## **16 DISQUALIFICATION AND REMOVAL OF TRUSTEES**

- 16.1 A Trustee shall cease to hold office if he or she:

- 16.1.1 Is disqualified under the Charities Acts from acting as a Charity Trustee;

- 16.1.2 Is disqualified under the Companies Act from acting as a director of the Company;

- 16.1.3 Is incapable, whether mentally or physically, of managing his or her own affairs;
- 16.1.4 Is absent from all or a substantial part of any three consecutive meetings of the Trustees, unless the other Trustees decide by a majority of those present and voting at a properly convened meeting of the Board (excluding the Trustee in question) that the Trustee should remain in office;
- 16.1.5 Has a bankruptcy order made against him or her, or makes any composition or arrangement with his or her creditors;
- 16.1.6 Is removed by the Members at a General Meeting under the Companies Act;
- 16.1.7 Is removed by the other Trustees (acting by a majority of 75% of them) on the basis that the Trustee in question:
  - 16.1.7.1 No longer subscribes to or supports the Objects, the Statement of Faith or the doctrine and ethos of the Company;
  - 16.1.7.2 Is unwilling or unable to affirm the Statement of Faith in accordance with article 14.7; or
  - 16.1.7.3 Is guilty of conduct that is prejudicial to the Company or inconsistent with the Company's Objects, doctrine or ethos; or
  - 16.1.7.4 Acts in any way which jeopardises the Company's ability to promote the Objects or which seriously risks undermining the Company's reputation or goodwill; or
  - 16.1.7.5 Acts in any other way that is not in the best interests of the Company and/or the furtherance of its Objects, including (but not limited to) failing to meet the commitments expected of Trustees as described at Article 14.5.2,

save that in relation to a resolution passed by the Trustees under this Article 16.1.7, the Trustee in question shall be given reasonable opportunity to make representations in his or her defence;

- 16.1.8 Notifies the Trustees in writing that he or she wishes to resign (but only if there are sufficient remaining Trustees for any meeting of the Trustees to be quorate);
- 16.1.9 Attains the age of 80 (unless the Board shall decide in exceptional circumstances that such Trustee's term of office should continue, which shall be by annual re-appointment until the Trustee's term of office expires under Article 14.2 or otherwise comes to an end under the other provisions of this Article 15); or
- 16.1.10 Ceases to be a Member of the Company.

## **17 TRUSTEES' PROCEEDINGS**

- 17.1 Except as otherwise provided in the Companies Act, the Charities Acts or these Articles, the Trustees may regulate their proceedings as they see fit.
- 17.2 The Trustees must hold at least two meetings each year.
- 17.3 Meetings of the Trustees may be called by the Chair of Trustees or by a third of the Trustees.
- 17.4 A quorum at a meeting of the Trustees shall be four Trustees if the total number of Trustees is six or seven, and five Trustees if the total number of Trustees is eight or nine (and the quorum shall exclude any Conflicted Trustee).
- 17.5 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed in advance by the Trustees in which all participants may communicate with all the other participants.
- 17.6 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting of the Trustees.
- 17.7 Decisions made at a meeting of the Trustees shall be determined by a simple majority of the votes cast at the meeting.
- 17.8 Every Trustee has one vote on each issue but, in case of equality of votes, the Chair of the meeting has a second or casting vote.

- 17.9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 17.10 If the number of Trustees falls below the minimum set out in article 13, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 17.11 The Trustees may invite any other person to attend a meeting of the Board as an observer or adviser, provided that the observer or adviser shall take no part in any vote or decision taken by the Trustees.
- 17.12 A resolution in Writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 17.13 The Trustees will review their own performance as a Board at least annually.

## **18 TRUSTEES' POWERS**

- 18.1 The Board may exercise all the powers of the Company. In particular, but without limitation, the Board may:
- 18.1.1 Delegate the Trustees' powers in accordance with Article 19;
- 18.1.2 Appoint a Chair and other officers from among the Trustees (or appoint a new Trustee for this purpose, subject to Article 13.1), save that any such appointment shall be for a period of no longer than three years, and the Board shall be entitled to renew any such appointment up to a maximum of nine years in total;
- 18.1.3 Make standing orders, rules and regulations consistent with the Articles and the Companies Act to govern proceedings at general meetings, meetings of the Trustees and proceedings of committees;
- 18.1.4 Make rules or bye-laws to regulate the conduct of the Company in relation to subscribing members, friends, associates or affiliates (who shall not be Members of the Company), the rights and privileges of such members, and the conditions of membership and the terms on which

such membership may be terminated, and the fees, subscriptions or other payments (if any) to be made by such subscribing members; and

- 18.1.5 Establish procedures to assist the resolution of disputes or differences within the Company.

## **19 DELEGATION OF TRUSTEES' POWERS**

- 19.1 The Board may delegate the day to day management of the Company to any other person, as they see fit (subject to any conditions the Trustees may impose).

- 19.2 In addition to the Trustees' statutory powers, the Board may delegate any of the Trustees' powers or functions to:

- 19.2.1 Any person who is employed or engaged by the Company in connection with the operations and management of the Company, on such terms as the Board sees fit and subject to the proper oversight of the Board (and subject to Article 5.23 in relation to staff who have spiritual or theological responsibilities); and

- 19.2.2 Any committee of two or more Trustees, subject to the provisions of Articles 19.3 and 19.4 below.

- 19.3 The Board shall have power to delegate any of its functions to committees, provided that:

- 19.3.1 At least one Trustee is the chair of any such committee, and a meeting of the committee will not be quorate unless that Trustee (or another Trustee deputised to take his or her place) is present;

- 19.3.2 All proceedings and decisions of such committees must be reported promptly to the Board;

- 19.3.3 No expenditure may be incurred or committed by such a committee on behalf of the Company except in accordance with a budget or expenditure limits previously agreed by the Board;

- 19.3.4 Such committee may co-opt additional members to the committee, provided that the names of any co-opted members are authorised by the Trustees at their next meeting; and

- 19.3.5 Any representatives appointed to any such committee may be delegated such powers as the Trustees see fit in order to carry out their duties, whether by contract, power of attorney or otherwise.
- 19.4 Subject to any such conditions, the proceedings of a committee shall be governed by the Articles regulating the proceedings of Trustees (including in relation to conflicts of interest), in so far as they are capable of applying, save that a Trustee appointed to any committee may exercise a right of veto over any decision made by the committee of which he or she is not in favour, in which case the committee shall refer the matter to the Trustees for resolution.
- 19.5 The Board shall have power to establish, organise and bring to an end any advisory group or committee to inform and assist the Board in its decision-making, save that no such group or committee shall carry out any delegated business of the Board or incur any expenditure on behalf of the Company unless constituted in accordance with Article 19.3 above.

## **20 CONFLICTS OF INTEREST**

- 20.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members. A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:
- 20.1.1 As described in Articles 6 or 25; or
- 20.1.2 In exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 20.2 Subject to Article 20.3, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 20.2.1 Declare the nature and extent of his or her interest before discussion begins on the matter;
- 20.2.2 Withdraw from the meeting for that item after providing any information requested by the Trustees;

- 20.2.3 Not be counted in the quorum for that part of the meeting; and
- 20.2.4 Be absent during the vote and have no vote on the matter.
- 20.3 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
  - 20.3.1 Continue to participate in discussions leading to the making of a decision and/or to vote; or
  - 20.3.2 Disclose to a third party information confidential to the Company; or
  - 20.3.3 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; or
  - 20.3.4 Refrain from taking any step required to remove the conflict.
- 20.4 This provision may be amended by Special Resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

## **21 VALIDITY OF TRUSTEES' DECISIONS**

- 21.1 Subject to Article 21.2, all decisions of the Trustees, or of a committee of the Trustees, shall be valid notwithstanding the participation in any vote of a Trustee who:
  - 21.1.1 Is disqualified from office;
  - 21.1.2 Had previously retired or been obliged to vacate office;
  - 21.1.3 Was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise,



if, discounting the vote and participation in the quorum of the Trustee in question, the decision would have been validly made by a majority of the Trustees at a quorate meeting.

- 21.2 Article 21.1 does not permit a Trustee to keep any benefit that may be conferred on him or her by a resolution of the Trustees or a committee of the Trustees if, but for Article 21.1, the resolution would have been void, or if the Trustee has not complied with Article 20.

## **PART 5 – ADMINISTRATIVE ARRANGEMENTS AND ANNUAL REPORT**

### **22 MINUTES**

- 22.1 The Trustees shall cause minutes to be made and kept for the purposes:
- 22.1.1 Of recording the names and addresses of all Members;
  - 22.1.2 Of all appointments and retirements of Trustees;
  - 22.1.3 Of the appointment of officers by the Trustees; and
  - 22.1.4 Of all proceedings at meetings of the Company and of the Trustees and of committees constituted pursuant to Article 19.2.2 including the names of Trustees and Members (as appropriate) present at each such meeting.

### **23 RECORDS AND ACCOUNTS**

- 23.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Acts as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law, including:
- 23.1.1 Annual returns;
  - 23.1.2 Annual reports; and
  - 23.1.3 Annual statements of account.
- 23.2 The Trustees must also keep records of:
- 23.2.1 All resolutions passed by the Trustees in Writing;

- 23.2.2 All reports of committees; and
- 23.2.3 All professional advice obtained.
- 23.3 Accounting records relating to the Company must be made available for inspection to any Trustee at any time during normal office hours.
- 23.4 Copies of the latest accounts must be supplied in accordance with the Charities Acts to any other person who makes a written request and pays the Company's reasonable costs.

## **24 COMMUNICATIONS**

- 24.1 All notices (except notices of meetings given to the Trustees) shall be in Writing.
- 24.2 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
  - 24.2.1 By hand;
  - 24.2.2 By post;
  - 24.2.3 By suitable Electronic Means; or through publication in the Company's newsletter or on the Company's website, provided the Company has complied with the requirements of the Companies Act in relation to the service of such notices.
- 24.3 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 24.4 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
  - 24.4.1 24 hours after being sent by Electronic Means, posted on the Company's website or delivered by hand to the relevant address;
  - 24.4.2 Two Clear Days after being sent by first class post to that address;
  - 24.4.3 Three Clear Days after being sent by second class or overseas post to that address;

- 24.4.4 Immediately on being handed to the recipient personally; or, if earlier,
- 24.4.5 As soon as the recipient acknowledges actual receipt.
- 24.5 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 24.6 Subject to any requirement of the Companies Act, documents and notices may be sent to the Company by Electronic Means to the address specified by the Company for that purpose and such documents and notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

## **25 INDEMNITY**

- 25.1 Subject to the provisions in the Companies Acts, every Trustee or other officer or auditor of the Company may be indemnified out of the assets of the Company (at the Company's discretion) against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## SCHEDULE 1

1. There is one God in three persons, the Father, Son and the Holy Spirit (Deuteronomy 6:4, 1 Corinthians 8:6, Matthew 28:19, Matthew 3:16-17);
2. God is sovereign in creation, revelation, redemption and final judgment (Genesis 1:1, 1 Corinthians 2:11, Matthew 11:27, Acts 13:48, Ephesians 1:4-10, Acts 17:31);
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 (2 Timothy 3:16, Psalm 12:6, Matthew 22:29, Mark 7:6-8, Luke 6:46);
4. God created humanity as male and female, giving each man and each woman their physical gender at birth, with man and woman having equal dignity and status and complementary roles (Genesis 1:27-28, 1 Corinthians 11:3, Galatians 3:28, Ephesians 5:22-28);
5. Since the fall, the whole of humankind is sinful and guilty, so that everyone is subject to God's wrath and condemnation (Romans 5:12, Romans 3:10-12, Ephesians 2:3, Romans 1:18, Romans 6:23);
6. 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 (John 1:14, John 8:58, Matthew 1:25, Hebrews 2:17, Hebrews 4:15, 1 Peter 2:24, 1 Corinthians 15:4, Ephesians 1:20-21);
7. 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 (Romans 3:21-26, 1 Peter 3:18, 2 Corinthians 5:14, Mark 10:45, 1 Timothy 2:5-6);
8. 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 (2 Corinthians 5:21, Romans 5:18-19, Romans 3:24-28);
9. 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 (John 16:8, John 3:5, Acts 11:18, Philippians 1:29);
10. 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. By the Spirit, the Christian life involves a growing knowledge of God, trust in Christ, conformity to Christ and actions pleasing to God in every area of life as directed by Scripture (Ephesians 1:13-14, Romans 8:5-13, Acts 1:8, Colossians 1:9-10, Galatians 2:20, Galatians 4:19, 1 Thessalonians 4:1-2);
11. God designed marriage to be a public union between one man and one woman for life and that sexual relations should be within the one-flesh union of marriage. Marriage ultimately serves as a type of the union

between Christ and his church (Genesis 2:23-24, Matthew 19:5-6, 1 Corinthians 7:9, Ephesians 5:31-32);

12. The one holy universal church is the Body of Christ, to which all true believers belong. Church leaders are required to teach the truths of Scripture and model them in their lives (Ephesians 1:22-23, 1 Corinthians 1:2, 1 Corinthians 12:12-13, Titus 1:6-9, 1 Timothy 3:2-7); and
13. 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 (1 Thessalonians 4:16-17, Acts 17:31, 2 Thessalonians 1:8, Hebrews 9:28).