

**ARTICLES OF ASSOCIATION OF  
THE ANGLICAN CENTRE IN ROME**

1. **Objects**

- 1.1 The **Objects** of the **Charity** are the advancement of the Christian religion by encouraging dialogue and fostering understanding between the Anglican Communion, the Roman Catholic Church and other Christian denominations.
- 1.2 This provision may be amended by **special resolution** but only with the prior written consent of the Charity Commission for England and Wales ('the Charity Commission').

2. **Powers**

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 2.1 to provide a meeting place and opportunities for clergy and laity of the Anglican Communion and those of other Christian denominations, particularly Roman Catholics, to come together for discussion, worship and prayer for the achievement of Christian Unity;
- 2.2 to provide a focal point for Anglican collaboration with the various agencies of the Roman Catholic Church, and in particular with the Pontifical Council for Christian Unity;
- 2.3 to provide a library of Anglican History, theology and liturgy for the use of students, theologians and churchmen and women of all Christian denominations;
- 2.4 to provide working facilities for Anglican Scholars who wish to work in Rome and to engage in joint research projects with Roman Catholic and other Christian scholars;
- 2.5 to provide facilities for lectures, seminars and discussion groups having as their objective the elucidation of Anglicanism and its relation to the thinking and practices of the Roman Catholic Church and other Christian denominations;
- 2.6 to provide information and publicity concerning the Charity, its objectives, programmes and activities;
- 2.7 to provide advice or information;

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- 2.8 to carry out research;
- 2.9 to co-operate with other bodies;
- 2.10 to support, administer or set up other charities;
- 2.11 to subscribe to, support, affiliate, become a member of, amalgamate with or co-operate with any other charitable organisation, institution, society or body not formed for or established for purposes of profit (whether or not incorporated in Great Britain or Northern Ireland) whose objects are wholly or in part similar to those of the Centre;
- 2.12 to accept gifts and to raise funds (but not by means of **taxable trading**);
- 2.13 To borrow money;
- 2.14 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);
- 2.15 to acquire or hire property of any kind;
- 2.16 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act), including any charge or mortgage of such property;
- 2.17 to set aside funds for special purposes or as reserves against future expenditure;
- 2.18 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.19 to delegate the management of investments to a financial expert, but only on terms that:
  - (1) the investment policy is set down **in writing** for the financial expert by the Trustees;
  - (2) timely reports of all transactions are provided to the Trustees;
  - (3) the performance of the investments is reviewed regularly with the Trustees;
  - (4) the Trustees are entitled to cancel the delegation arrangement at any time;
  - (5) the investment policy and the delegation arrangement are reviewed at least once a year;
  - (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

- (7) the financial expert must not do anything outside the powers of the Charity;
- 2.20 to arrange for investments or other property of the Charity 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 to pay any reasonable fee required;
- 2.21 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;
- 2.22 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.23 subject to **Article 6.3**, to employ paid or unpaid agents, staff or advisers;
- 2.24 to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees, former employees and their widows and other dependants;
- 2.25 to enter into contracts to provide services to or on behalf of other bodies;
- 2.26 to establish or acquire subsidiary companies;
- 2.27 to do anything else within the law which promotes or helps to promote the Objects.

### 3. The Trustees

- 3.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 3.2 The **Members** shall also be the Trustees from the point at which these Articles are adopted. Subsequent Trustees are elected by the Members or co-opted by the Trustees.
- 3.3 The Trustees when complete consist of at least nine and not more than thirteen individuals over the age of 18, all of whom must support the Objects and in accordance with Articles 3.4 and 3.5. If any Trustee is a corporate body it must act through a named representative whose contact details are notified to the Trustees and there must be at least one individual Trustee.
- 3.4 The following persons shall, either by virtue of their role or nomination, be ex officio Trustees:
- (1) The President of the Anglican Centre in Rome (being the Archbishop of Canterbury as President of the Anglican Consultative Council);

- (2) One person nominated by the Archbishop of Canterbury;
- (3) Two persons nominated by the Standing Committee of the Anglican Consultative Council;
- (4) The Secretary-General of the Anglican Consultative Council, or a person from among the senior staff at the Anglican Communion Office nominated by the Secretary-General;
- (5) The Anglican Co-Chair of the Anglican-Roman Catholic International Commission, or a person from among the members of that Commission nominated by the Co-Chair;
- (6) The Anglican Co-Chair of the International Anglican-Roman Catholic Commission for Unity and Mission, or a person from among the members of that Commission nominated by the Co-Chair;
- (7) The Chair of the UK Friends of the Anglican Centre in Rome or a person nominated from the members of that group by that Chair;
- (8) The Chair of the USA Friends of the Anglican Centre in Rome or a person nominated from the members of that group by that Chair.

3.5 The Trustees may appoint up to four further Trustees with consideration given to the need for a broad range of skills within the Trustee body, including but not limited to communications, finance, fundraising, risk management and strategic planning, and to ensure that relevant stakeholder bodies are appropriately represented among the Trustees.

3.6 A Trustee may not act as a Trustee unless he/she:

- (1) is a Member; and
- (2) has signed a written declaration of willingness to act as a charity trustee of the Charity.

3.7 Trustees appointed under Article 3.4(2) and (3) and Article 3.5 are appointed for a term of three years, at the end of which they shall retire.

3.8 The Trustees referred to in Article 3.7 shall be eligible for reappointment for up to a further two terms, each of three years.

3.9 The term of office of a Trustee (other than the President) automatically terminates if he/she:

- (1) ceases to hold the office by which they became a Trustee;
- (2) is disqualified under the Charities Act from acting as a charity trustee;
- (3) is incapable, whether mentally or physically, of managing his/her own affairs;
- (4) is absent without notice from three consecutive meetings of the Trustees (other than any meeting held by **electronic means**) and is asked by a majority of the other Trustees to resign;
- (5) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or

(6) is removed by the Members at a general meeting under the Companies Act.

Or if the person by whom they were nominated ceases to hold their relevant office referred to.

3.10 The Trustees may at any time co-opt any individual who is eligible under Article 3.3 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 3.3) as an additional Trustee, but a co-opted Trustee holds office only for the remainder of the former Trustee's term.

3.11 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.

#### 4. Trustees' proceedings

4.1 The Trustees must hold at least three meetings each year, two of which must be held in person (rather than by **electronic means** in accordance with Article 4.3).

4.2 A quorum at a meeting of the Trustees at least one third of the Trustees.

4.3 Subject to Article 4.1, a meeting of the Trustees may be held either in person or by suitable **electronic means** agreed by the Trustees in which all participants may communicate with all the other participants but at least two meetings in each year must be held in person.

4.4 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.

4.5 Any issue may be determined by a simple majority of the votes cast at a meeting but a **written resolution** 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.

4.6 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.

4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

#### 5. Trustees' powers

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

5.1 To appoint (and remove) any person (who may be a Trustee) to act as **Secretary** in accordance with the **Companies Act**.

5.2 To appoint:

- (1) a Chair;
- (2) a Vice-Chair;
- (3) a Treasurer ; and
- (4) other honorary officers

from among their number, each for a period of three years or until his/her retirement as a Trustee, such period to be renewable for a further term of three years if the Trustees so decide.

5.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee (in addition to all persons appointed under Article 5.2(1)-(3) who shall be ex officio members of every such committee) and all proceedings of committees must be reported promptly to the Trustees.

5.4 To make standing orders consistent with these Articles and the Companies Act to govern proceedings at general meetings.

5.5 To make rules consistent with these Articles and the Companies Act to govern their proceedings and proceedings of committees.

5.6 To make regulations consistent with these Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).

5.7 To establish procedures to assist the resolution of disputes or differences within the Charity.

5.8 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members.

6. Benefits and Conflicts

6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

- (1) Members who are not Trustees or **Connected Persons** may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and, Subject to compliance with Article 6.4:
- (2) Members (being Trustees) and **Connected Persons** may be paid interest at a reasonable rate on money lent to the Charity;
- (3) Members (being Trustees) and **Connected Persons** may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and

- (4) Members (being Trustees) and Connected Persons may receive charitable benefits on the same terms as any other person capable of benefitting under the Charity's Objects in Article 1.

6.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:

- (1) as mentioned in Articles 6.1 or 6.3;
- (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (3) the benefit of **indemnity insurance** as permitted by the Charities Act;
- (4) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (5) in exceptional cases, other payments or benefits (but only with the written consent of the Charity Commission in advance and where required by the Companies Act the approval or affirmation of the Members).

6.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6.2(5), but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:

- (1) the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
- (2) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and
- (3) no more than half of the Trustees are subject to such a contract in any financial year.

6.4 Subject to Clause 6.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:

- (1) declare the nature and extent of his or her interest before discussion begins on the matter;
- (2) withdraw from the meeting for that item after providing any information requested by the Trustees;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter.

6.5 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 Charity 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:

- (1) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (2) disclose to a third party information confidential to the Charity, or
- (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 Charity, or
- (4) refrain from taking any step required to remove the conflict.

6.6 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 Charity Commission.

## 7. Records and Accounts

7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of information required by law including:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

7.2 The Trustees must also keep records of:

- (1) all proceedings at meetings of the Trustees;
- (2) all resolutions in writing;
- (3) all reports of committees; and
- (4) all professional advice obtained.

7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

7.4 A copy of the Charity's **constitution** and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

## 8. Membership

8.1 The Charity must maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.



8.2 **Membership** is open only to the Trustees and is terminated if the Member concerned ceases to be a **Trustee**. A Trustee shall become a Member on becoming a Trustee.

8.3 Membership is not transferable.

8.4 A Member shall cease to be a Member if they:

- (1) die; or
- (2) cease to be a Trustee.

## 9. General Meetings

9.1 Trustees in their capacity as 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 Secretary before the commencement of the meeting).

9.2 General meetings are called on at least 14 and not more than 28 **clear days'** written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.

9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least five.

9.4 The chairman at a general meeting is elected by the Members present in person or by proxy in his/her personal capacity as a Member and not as proxy for another Member.

9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.

9.6 Every Member present in person or by proxy has one vote on each issue.

9.7 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.

9.8 Members must annually:

- (1) receive the accounts of the Charity for the previous **financial year**;
- (2) receive a written report on the Charity's activities;
- (3) be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
- (4) elect Trustees to fill the vacancies arising;
- (5) appoint reporting accountants or auditors for the Charity;

9.9 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

9.10 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.

## 10. Limited Liability

The liability of Members is limited.

## 11. Guarantee

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £10 towards:

11.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;

11.2 payment of the costs, charges and expenses of winding up; and

11.3 the adjustment of rights of contributors among themselves.

## 12. Communications

12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- (1) by hand;
- (2) by post;
- (3) by suitable electronic means; or
- (4) through publication in the Charity's newsletter.

12.2 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.

12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- (2) two clear days after being sent by first class post to that address;
- (3) three clear days after being sent by second class or overseas post to that address;
- (4) immediately on being handed to the recipient personally; or, if earlier,

(5) as soon as the recipient acknowledges actual receipt.

12.4. A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. Seal

13.1 The seal, if any, may only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees.

13.2 The Trustees may determine by what means and in what form the seal is to be used.

13.3 Unless otherwise decided by the Trustees, if the seal is affixed to a document, the document must also be signed by at least one authorised person (being a Trustee, the Secretary, or any person authorised by the Trustees for the purpose of signing documents to which the seal is applied) in the presence of a witness who attests the signature.

14. Dissolution

14.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (2) directly for the Objects or for charitable purposes which are within or similar to the Objects;
- (3) in such other manner consistent with charitable status as the Charity Commission approves in writing in advance.

14.2 A final report and statement of account must be sent to the Charity Commission.

14.3 This provision may be amended by special resolution but only with the prior written consent of the Charity Commission.

15. Interpretation

15.1 These Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

15.2 In these Articles, unless the context indicates another meaning:

**'Articles'** means the Charity's Articles of Association and 'Article' refers to a particular Article;

**'Chair'** means the chair of the Trustees;

**'the Charity'** means the company governed by the Articles;

**'Charities Act'** means the Charities Acts 1992 to 2011;

**'charity trustee'** has the meaning prescribed by the Charities Act;

**'clear day'** does not include the day on which notice is given or the day of the meeting or other event;

**'Companies Act'** means the Companies Acts 1985 to 2006;

**'Conflicted Trustee'** means a Trustee in respect of whom a conflict of interest 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 Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

**'Connected Person'** means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;

**'constitution'** means the Memorandum and the Articles and any special resolutions relating to them;

**'custodian'** means 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;

**'financial expert'** means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

**'financial year'** means the Charity's financial year;

**'firm'** includes a limited liability partnership;

**'indemnity insurance'** means 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'** means a benefit, direct or indirect, which may not be financial but has a monetary value;

**'Member'** and **'Membership'** refer to company Membership of the Charity;

**'month'** means calendar month;

**'nominee company'** means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;

**'ordinary resolution'** means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;

**'Objects'** means the Objects of the Charity as defined in Article 1;

**'Secretary'** means a company secretary, being a person undertaking that role either with or without remuneration;

**'special resolution'** means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;

**'taxable trading'** means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

**'Trustee'** means a director of the Charity and **'Trustees'** means the directors but where a Trustee is a corporate body 'Trustee' includes where appropriate the named representative of the Trustee;

**'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;

**'year'** means calendar year unless specifically stated otherwise.

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

15.4 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.