

Company No 2842414

Charity No 1031031

Companies Acts 1985 and 1989

**Company limited by guarantee and
not having a share capital**

**ARTICLES OF ASSOCIATION¹ OF
CHRISTIAN VISION²**



Adopted by Special Resolution dated 23 December 1997
(As amended by Special Resolution dated 13 November 2014)

1 MEMBERSHIP

- 1 1 The number of members with which the company proposes to be registered is unlimited
- 1 2 The Company must maintain a register of members
- 1 3 The following should be members of the Company
 - 1 3 1 Any person interested in promoting the Objects who
 - (a) applies to the Company in the form required by the Trustees
 - (b) is approved by the Trustees
 - (c) signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative and
 - (d) signs a Declaration of Faith in the form attached
 - 1 3 2 Any person or persons who becomes the Appointor who shall automatically thereupon become a member (and irrespective of whether the requirements of Article 1 3 1 have been fulfilled) if they are not already a member
 - 1 3 3 Any person or persons (including without limitation the Appointor if he or they are not already member(s)) from time to time nominated to be a member by a notice in writing signed by the Appointor and delivered to the registered office of the Company (and irrespective of whether the requirements of Article 1 3 1 have been fulfilled)
- 1 4 Membership is terminated if the member concerned
 - 1 4 1 gives written notice of resignation to the Company
 - 1 4 2 dies or (in the case of an organisation) ceases to exist

¹ The provisions of the Memorandum are included in paragraphs 16 onwards

² The Company's name was changed from CVCC Limited to Christian Vision on 27th January 1998

- 1 4 3 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Company (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice) or
- 1 4 4 is removed from membership by the Appointor by notice in writing delivered to the Registered Office of the Company
- 1 5 Membership of the Company is not transferable
- 2 GENERAL MEETINGS**
- 2 1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative
- 2 2 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least two
- 2 3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 2 4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast
- 2 5 Subject to as provided below every member present in person or through an authorised representative has one vote on each issue
- 2 5 1 In the event of equality of votes, whether on a show of hands or on a poll, the chairman shall have a second or casting vote
- 2 5 2 The Appointor shall have in relation to any resolution to either
- (a) amend the Memorandum of Association of the company
 - (b) amend the Articles of Association of the company
 - (c) remove the Appointor as a Trustee
- such number of votes as is one more than the aggregate number of votes exercisable by all other members entitled to attend and vote at such meetings (and irrespective of whether or not they attend and vote)
- 2 6 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded Subject to the provisions of the Act, a poll may be demanded
- 2 6 1 by the Chairman, or
- 2 6 2 by at least two members having the right to vote at the meeting, or
- 2 6 3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting and a demand by a person as proxy for a member shall be the same as a demand by the member
- 2 7 Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

- 2 8 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the Chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 2 9 A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 2 10 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 2 11 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 2 12 On a poll votes may be given either personally or by proxy.
- 2 13 An instrument appointing a proxy shall be in writing, executed by or on behalf of the person or persons appointing a proxy and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the trustees may approve) -

" _____ Limited

I/We, _____ of, _____

_____, being a member/members of the above-named company, hereby appoint _____ of _____ or failing him _____ of _____ as my/our proxy to vote in my/our names] and on my/our behalf at annual/extraordinary general meeting of the company, to be held on _____ 19 , and at any adjournment thereof

Resolution No 1	* for	* against
Resolution No 2	* for	* against

* Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Signed this day of 19 "

2 15 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees may -

2 15 1 be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or

2 15 2 in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll,

2 15 3 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded at the meeting at which the poll was demanded to the Chairman or to the secretary or to any trustee, and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid

2 16 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)

3 **COUNCIL OF REFERENCE**

3 1 The Company at general meeting shall be entitled to appoint a Council of Reference Membership of the Council to be comprised of members of the Company who have delivered to the Company their written acceptance of the declaration of the Christian Faith promulgated from time to time by the organisation known as Evangelical Alliance The Trustees shall be entitled to seek the advice of the Council of Reference or of individual members of that Council from time to time on any activity which they are operating in furtherance of the Objects and on issues of Christian Faith generally but without conferring upon the Council of Reference any role of administration or government of the Company which shall remain at all time the sole responsibility and duty of the Trustees

4 **THE TRUSTEES**

4 1 The Trustees as charity trustees have control of the Company and its property and funds

4 2 The maximum number of Trustees shall be twelve and the minimum number of Trustees shall be three

4 3 The Appointor may at any time

4 3 1 appoint any person to be a Trustee, whether as an additional Trustee or to fulfil a vacancy (provided that the appointment does not cause the number of Trustees to exceed a number fixed by or in accordance with these Articles as the maximum number of Trustees) and may remove from office any Trustee however appointed

4 3 2 appoint one of the Trustees to be Chairman of the Trustees and may at anytime remove him from that office Unless he is unwilling to do so the Trustee so appointed shall preside at every meeting of Trustees and/or members at which he is present If there is no such Trustee holding that office or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for a meeting of

- Trustees and/or members, the Trustees present may appoint one of their number to be chairman of the meeting but any Trustees so appointed shall not have the casting vote as set out in Article 2 5
- 4 3 3 any appointment or removal made pursuant to Article 4 3 shall be effected by notice in writing to the Chairman signed by the individual or individuals who are the Appointor and delivered to the registered office of the Company Any written notices to the Company under Articles 4 3 or 1 4 3 shall take effect upon delivery at the registered office
- 4 4 The Trustees shall have power at anytime and from time to time to appoint any person to be a Trustee whether to fulfil a casual vacancy or as an addition to the existing Trustees but so that the total number of Trustees shall not at anytime exceed any maximum number fixed in accordance with these Articles
- 4 5 The Company may by ordinary resolution at anytime and from time to time appoint any person to be a Trustee whether to fill a casual vacancy or as an addition to the existing Trustees but so that the total number of Trustees shall not at anytime exceed any maximum number fixed in accordance with these Articles
- 4 6 A Trustee's term of office automatically terminates if he or she
- 4 6 1 is disqualified under the Charities Act 1993 from acting as a charity trustee
- 4 6 2 is incapable, whether mentally or physically, of managing his or her own affairs
- 4 6 3 ceases to be a member
- 4 6 4 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office)
- 4 6 5 is removed by the Appointor in accordance with Article 4 3
- 4 7 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
- 5 **PROCEEDINGS OF TRUSTEES**
- 5 1 A quorum at a meeting of the Trustees is two Trustees
- 5 2 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
- 5 3 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on that date of the last signature)
- 5 4 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 6 **POWERS OF TRUSTEES**
- 6 1 The Trustees have the following powers in the administration of the Company
- 6 1 1 to appoint any person as the Trustees see fit (who may or may not be a Trustee) to act as Secretary to the Company in accordance with the Act and to remove any person from such post³

³ Article 6 1 1 was inserted by Special Resolution dated 13 November 2014

6 1 2 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)

6 1 3 to exercise any powers of the Company which are not reserved to a general meeting

7 TRUSTEES' EXPENSES

7 1 The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties, but, subject to the provisions of the Memorandum, shall otherwise be paid no remuneration

7 2 The Trustees shall have power to insure suitably in respect of public liability and employer's liability

8 TRUSTEES' APPOINTMENTS

8 1 Subject to the provisions of the Act and to the provisions of the Memorandum the Trustees may appoint one or more of their number to the unremunerated office of the managing director or to any other unremunerated executive office of the Company Any such appointment may be made upon such terms as the Trustees determine Any appointment of a Trustee to an executive office shall terminate if he ceases to be a Trustee

8 2 Except to the extent permitted by the memorandum, no Trustee shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Company is a party

9 THE APPOINTOR

9 1 The Appointor means (whether or not a member of the Company)

9 1 1 Robert Norman Edmiston after whom

9 1 2 Such other person or persons appointed by the Appointor for the time being such power being exercisable by notice in writing deposited at the registered office of the Company (in which case it may be irrevocable or revocable but only after the appointment takes effect) or by Will or codicil and in that case and when the power is vested in more than one person by the Will or codicil of the last survivor of such persons

9 2 When the office of Appointor is vested in more than one person any powers of the Appointor shall be exercised jointly

9 3 The Appointor shall cease to be the Appointor on death if an individual or on dissolution if a corporation or in either case on becoming unable or unfit to act or on an appointment by notice in writing under Article 9 1 2

9 4 An appointment of the Appointor may be made to take immediate effect or at some future date or on the happening of some event

10 RECORDS & ACCOUNTS

10 1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

10 1 1 annual reports

10 1 2 annual returns

10 1 3 annual statements of account

- 10 2 The Trustees must keep proper records of
 - 10 2 1 all proceedings at general meetings
 - 10 2 2 all proceedings at meetings of the Trustees
 - 10 2 3 all reports of committees and
 - 10 2 4 all professional advice obtained
- 10 3 Accounting records relating to the Company must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 10 4 A copy of the Company's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months

11 NOTICES

- 11 1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper or any newsletter distributed by the Company
- 11 2 The only address at which a member is entitled to receive notices is the address shown in the register of members
- 11 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
 - 11 3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address
 - 11 3 2 two clear days after being sent by first class post to that address
 - 11 3 3 three clear days after being sent by second class or overseas post to that address
 - 11 3 4 on the date of publication of a newspaper containing the notice
 - 11 3 5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,
 - 11 3 6 as soon as the member acknowledges actual receipt
- 11 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

12 INDEMNITY

- 12 1 Subject to the provisions of the Act every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company

13 AMENDMENT OF ARTICLES

- 13 1 These Articles cannot be amended or altered in any way without the prior written consent of the Appointor

14 DISSOLUTION

14 1 The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here

15 **INTERPRETATION**

15 1 In the Memorandum and in these Articles

15 1 1 "The Act" means the Companies Act 1985

"AGM" means an annual general meeting of the Charity

"the Appointor" means the person or persons defined in Article 9 "these Articles" means these articles of association

"authorised representative" means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary

"Chairman" means the chairman of the Trustees

"the Company" means the company governed by these Articles

"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"clear day" means 24 hours from midnight following the relevant event

"the Commission" means the Charity Commissioners for England and Wales

"Council of Reference" means the council defined in Article 3 "EGM" means an extraordinary general meeting of the Company

"financial expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

"material benefit" means a benefit which may not be financial but has a monetary value

"member" and "membership" refer to membership of the Company "Memorandum" means the Company's Memorandum of Association "month" means calendar month

"the Objects" means the Objects of the Company as defined in Article 16 hereof "Secretary" means the Secretary of the Company

"taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

"Trustee" means a director of the Charity and "Trustees" means all of the directors

"written" or "in writing" refers to a legible document on paper including a fax message

"Year" means calendar year

15 1 2 Expressions defined in the Act have the same meaning in these Articles

15 1 3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

16 The Company's Objects are -

(1) The advancement of Christian Faith in accordance with the doctrines set out in the attached Schedule and the worship of God in the United Kingdom and elsewhere by any means whatsoever including (but not by way of limitation) the preaching and proclamation of the Christian Gospel and the teaching of Christian doctrines and

- principles and the pastoral care of Christian people and the printing and distribution of the Bible and Christian literature
- (2) The relief of persons who are in conditions of need hardship or distress arising therefrom who are aged or sick
 - (3) The advancement of education on the basis of Christian principles without prejudice to the generality of the foregoing the provisions of such education in any educational establishment and if the Trustees so decide the provision of one or more Charitable Educational establishments for the general education of children or adults on the basis of such Christian principles
 - (4) Other charitable purposes beneficial to the community with particular reference to the promotion of good citizenship and moral values with the emphasis on honesty and integrity in everyday life and in business⁴
- 17 In furtherance of the above objects but not further or otherwise the Company shall have the following powers -
- (a) To promote establish and operate or to be involved in the promotion establishment and operation of schools colleges universities and other training establishments whether for children or adults
 - (b) To provide grants scholarships bursaries donations and loans to persons undertaking a course of study
 - (c) To provide residential accommodation for the benefit of persons in need as a result of age ill health both mental and physical by reason of any addiction or disorder
 - (d) To arrange conduct and promote seminars workshops conferences lectures study and research into and a greater awareness of such other problems human relationships and the relevance of Christian principles and values from every strata of society whether children or adults and to collate and disseminate the fruits of such conferences seminars study and the like by means of books pamphlets papers audio and visual tapes and any other media which is or may become available to make grants interest free loans donations to persons in need hardship or distress or aged or sick and to provide counselling for such persons medical aid clinics hospitals surgeries medical equipment and supplies
 - (e) To promote and further the promotion of Christian Gospel by any media which is or may become available including but not by way of limitation radio and television broadcasting satellite transmission books periodicals audio and visual tapes compact discs providing financial and other support including accommodation to Ministers of Religion teaching materials training in Christian doctrine and practices Church leadership and administration
 - (f) Co-operation with and actively working alongside other organisations both secular and Christian and statutory agencies involved with the promotion of the Christian Gospel the care of persons who are in the conditions of need hardship or distress or who are aged or sick except when to do so could in the opinion of the Board compromise confuse or undermine the Christian Mission goals and objectives of the Company
 - (g) Co-operation with and actively working alongside, wherever possible, secular organisations and statutory agencies involved in the care of persons who are in conditions of special need, hardship or distress, except when to do so could, in the opinion of the Board, compromise, confuse or undermine the Christian mission, goals and objectives of the Company

⁴ Article 16(4) was inserted by Special Resolution on 23 December 1997

18 In furtherance of the above objects but not further or otherwise the Company shall have the following additional powers -

- (i) To purchase, lease, hire or otherwise acquire any land, buildings, stadia, halls, dwelling houses, household, school or office furniture, cameras, projectors, radios, amplifiers, motor vehicles, hospitals, medical equipment, printing equipment or any other chattels
- (ii) Subject to such consents if any, as may be required in law to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit
- (iii) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall not undertake any permanent trading activities in raising funds for the above mentioned charitable objects
- (iv) To lend money and give credit to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by any charitable body where this will directly further the Company's charitable purpose
- (v) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants and other negotiable, transferable or mercantile instruments
- (vi) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other security or obligations of any other company
- (vii) To invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law
- (viii) To purchase, take or lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects
- (ix) Subject to such consents if any, as may be required in law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects
- (x) Subject to Article 19 hereof to employ and pay such Architects, Surveyors, Solicitors and other professional persons, workmen, clerks and other staff not being Director as are necessary for the furtherance of the objects of the Company
- (xi) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants

- (xii) To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporate or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its governing instrument prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Article 19 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company or any such charitable organisation, institution, society or body
- (xiii) To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company
- (xiv) To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or with which this Company is authorised to amalgamate
- (xv) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company
- (xvi) Subject to the requirements of the law relating to Charities in England and Wales to engage in such trading as is permissible for the purpose of furthering the objects of the Company or properly managing investments of the Company but not further or otherwise
- (xvii) To delegate the management of investments to a financial expert, but only on terms that
 - a) the investment policy is set down in writing for the financial expert by the Trustees
 - b) every transaction is reported promptly to the Trustees
 - c) the performance of the investments is reviewed regularly with the Trustees
 - d) the Trustees are entitled to cancel the delegation arrangement at any time
 - e) the investment policy and the delegation arrangement are reviewed at least once a year
 - f) 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
 - g) the financial expert must not do anything outside the powers of the Trustees
- (xviii) To arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial

expert acting under their instructions and to pay any reasonable fee required⁵

- (xix) To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required
- (xx) To do all such other lawful things as are necessary for the attainment of the above objects or any of them

PROVIDED THAT -

- (1) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts
- (2) The objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers
- (3) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners of England and Wales, the Company shall not sell, mortgage, charge or lease the same without such authority approval or consent as may be required by law, and as regards any such property the Board of Management or Governing Body of the Company shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts receipts neglects and defaults, and for the due administration of such property in the same manner and to the same extent as would such Board of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such Board of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated

19 ⁶

- (1) The income and property of the Charity shall be applied solely towards the promotion of the Objects
- (2)
 - (a) A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity
 - (b) A Trustee may receive an Indemnity from the Charity in the circumstances specified in Article 12
- (3) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity This does not prevent a member who is not also a Trustee receiving
 - (a) a benefit from the Charity in the capacity of a beneficiary of the Charity,
 - (b) reasonable and proper remunerations for any goods or services supplied to the Charity
- (4) No Trustee may
 - (a) buy goods or services from the Charity,

⁵ Articles 18 (xvii) and (xviii) and (xix) were inserted by Special Resolution on 23 December 1997

⁶ Article 19 was inserted by Special Resolution on 9 May 2008

- (b) sell goods, services or any interest in land to the Charity,
- (c) be employed by or receive any remuneration from the Charity,
- (d) receive any other financial benefit from the Charity, unless
 - (i) the payment is permitted by Article 19(5) of this article and the Trustees follow the procedure and observe the conditions set out in Article 19(6) of this article, or
 - (ii) the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes

(5)

- (a) A Trustee may receive a benefit from the Charity in the capacity of a beneficiary of the Charity
- (b) A Trustee may be employed by the Charity or enter into a contract for the supply of goods or services to the Charity, other than for acting as a Trustee
- (c) A Trustee may receive interest on money lent to the Charity at a reasonable and proper rate
- (d) A company of which a Trustee is a member may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds no more than 1% of the issued capital of that company
- (e) A Trustee or any company of which a member of the Board of management or Governing Body may also be a member holding more than one hundredth part of the capital of that company may receive fees remuneration or other benefit in money or moneys worth provided that the written approval of the Charity Commission has been obtained
- (f) A Trustee may receive rent for premises let by the Trustee to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper

(6)

- (a) The Charity and its Trustees may only rely upon the authority provided by Article 19(5) if each of the following conditions is satisfied
 - (i) The remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances
 - (ii) The Trustee is absent from the part of any meeting at which there is discussion of
 - his or her employment or remuneration, or any matter concerning the contract, or
 - his or her performance in the employment, or his or her performance of the contract, or
 - any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under Article 19(5), or

- any other matter relating to a payment or the conferring of any benefit permitted by Article 19(5)
- (iii) The Trustee 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
- (iv) The other Trustees are satisfied that it is in the interests of the Charity to employ or to contract with that Trustee rather than with someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing a Trustee against that disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest)
- (v) The reason for their decision is recorded by the Trustees in the minute book
- (b) The employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is
- (i) a partner,
 - (ii) an employee,
 - (iii) a consultant,
 - (iv) a trustee,
 - (v) a director, or
 - (vi) a shareholder
- (7) In Articles (2) - (6) of this Article 19
- (a) 'Charity' shall include any company in which the Charity
- holds more than 50% of the shares, or
 - controls more than 50% of the voting rights attached to the shares, or
 - has the right to appoint one or more directors to the Board of the company,
- (b) 'Trustee' shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Trustee or any person living with the Trustee as his or her partner
- 20 The liability of the membership is limited
- 21 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves
- 22 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 of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their

income and property to an extent at least as great as is imposed on the Company under or by virtue of Article 6 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object

- 23 Words and expressions defined in the Articles have the same meanings in this Memorandum⁷

⁷ Article 23 was inserted by Special Resolution on 23 December 1997

THE SCHEDULE

STATEMENT OF FAITH

- 1 The full inspiration of the Holy Scriptures, their authority and sufficiency as not only containing but being in themselves the Word of God, the reliability of the New Testament in its⁸ testimony to the character and authorship of the Old Testament, and the need of the teachings of the Holy Spirit to a true and spiritual understanding of the whole (2 Tim 3 15-16 2 Pet 1 21)
- 2 The unity of the Godhead and the Divine co-equality of the Father, the Son and the Holy Spirit, the Sovereignty of God in creation, providence and redemption
- 3 The Virgin Birth, Sinless Life, Miraculous Ministry, Substitutionary Atoning Death, Bodily Resurrection, Triumphant Ascension, Priestly Intercession of the Lord Jesus Christ for His People and His Second Coming as the blessed hope set before all believers (Is 7 14, Matt 1 23, Heb 7 26, 1 Pet 2 22, Acts 2 22, 10 38, 2 Cor 5 21, Heb 9 12, Luke 24 39, 1 Cor 15 4, Acts 1 9, Eph 4 8-10, Rom 8 34, Heb 7 25, 1 Cor 15 22-24, 51-57 1 Thess 4 13-18, Rev 20 1-6)
- 4 The⁹ fall of man, who was created pure and upright, but fell by voluntary transgression (Gen 1 26-31, 3 1-7, Rom 5 12-21)
- 5 Salvation through faith in Christ, who died¹⁰ for our sins according to the Scriptures, was buried and was raised from among the dead on the third day accordingly to the Scriptures, and through His Blood we have Redemption (Tit 2 11, 3 5-7, Rom 10 8-15, 1 Cor 15 3-4) This experience is also known as the New Birth, and an instantaneous and complete operation of the Holy Spirit upon initial faith in the Lord Jesus Christ (John 3 5-6, James 1 18, 1 Pet 1 23, 1 John 5 1)
- 6 Baptism by immersion in¹¹ water is¹² enjoined upon all who have repented and have truly believed with all their hearts in Christ as Saviour and Lord (Matt 28 19, Acts 10 47, Acts 2 38-39)
- 7 The baptism in the Holy Spirit (Acts 2 4, 10 44-46, 11 14-16 19 6, Isa 8 18)
- 8 The Gifts of the Holy Spirit and the Offices have been set by God in the Church, as recorded in the New Testament (1 Cor 12 4-11, 28, Eph 4 7-16)
- 9 The necessity of the work of the Holy Spirit in conversion and sanctification, also in ministry in worship and in the exercising of spiritual gifts through the Body of Believers
- 10 Holiness of Life and conduct in obedience to the command of God "Be ye holy for I am holy" (1 Pet 1 14-16, Heb 12 14, 1 Thess 5 23, 1 John 2 6, also 1 Cor 11 20-34)
- 11 The Breaking of Bread is enjoyed upon all believers until the Lord comes (Luke 22 14-20, 1 Cor 11 20-34)
- 12 The Everlasting conscious bliss of all who truly believe in our Lord Jesus Christ and that everlasting conscious punishment is the portion of all whose names are not written in the Book of Life (Dan 12 2-3, Matt 25 46, 2 Thess 1 9, Rev 20 10-15)

⁸ The word "its" was amended by Special Resolution on 23 December 1997

⁹ The word "the" was deleted by Special Resolution on 23 December 1997

¹⁰ The word "died" was amended by Special Resolution on 23 December 1997

¹¹ The word "in" was inserted instead of "of" by Special Resolution on 23 December 1997

¹² The word "is" was inserted instead of "in" by Special Resolution on 23 December 1997