

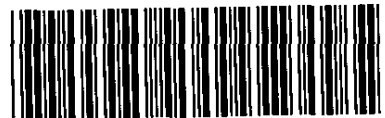
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**ARTICLES OF ASSOCIATION OF  
WESTMINSTER COLLEGE OXFORD TRUST LIMITED**

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The Companies Acts 1985 to 2006  
Company Limited by Guarantee and not having  
a Share Capital  
Company No. 3714361  
(as amended by Special Resolutions of the Company passed on 5<sup>th</sup> July 2011,  
18<sup>th</sup> March 2013, 2<sup>nd</sup> October 2013 and 6<sup>th</sup> March 2019)

SATURDAY



\*R83S9BCY\*  
RM 20/04/2019 #89  
COMPANIES HOUSE

## ARTICLES OF ASSOCIATION

### **Interpretation**

1. In these Articles unless the context otherwise requires the following words and expressions have the following meanings:

"the Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force

"the Articles" means these Articles of Association

"the Board" means all the Directors of the Company appointed in accordance with Articles 34 – 40

"the Chair" means the chair appointed in accordance with Article 41

"the Charitable Objects" are the objects of the Charity as set out in the Deed and varied by the terms of the Resolution approved on the 19th day of March 1997 by the Methodist Council in the name and on behalf of the Conference, and by the Resolution adopted by the Methodist Conference on the 28<sup>th</sup> day of June 1999, such objects of the Charity being for such charitable purposes of the Methodist Church as defined in section 4 of the Methodist Church Act 1976 as the Conference shall from time to time direct but until the Conference shall otherwise direct, to promote and advance education and in particular, but not by way of limitation, to carry out the training of teachers and *the advancement of further and higher education*

"the Charity" means the body established under the Deed

"clear days"	in relation to the period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"the Company"	means Westminster College Oxford Trust Limited to which the Charity by the terms of the Resolution has delegated its powers of management
"the Conference"	means the Annual Conference of the Methodist Church and includes the governing body from time to time of the Methodist Church
"Conflicted Director"	means a Director in respect of whom a direct or indirect conflict of interest arises or may reasonably arise because that Director or a Connected Person has a duty of loyalty owed to another organisation or person which does not involve a direct or indirect benefit of any nature to the Director or to a Connected Person and the conflict is not authorised by any other provision in the Articles
"Connected Person"	means, in relation to a Director, a person with whom the Director shares a common interest such that <i>he/she may reasonably be regarded as benefiting</i> directly or indirectly from any material benefit received by that person, being either a member of the Director's family or household or a person or body who is a business associate of the Director, and (for the avoidance of doubt) does not include a company with which the Director's only connection is an interest consisting of no more than 1% of the voting rights
"Co-opted Director"	means such Director as may be appointed under

Article 35(3)

"Custodian Trustees"	means the Trustees for Methodist Church Purposes being the charitable body corporate established by the Methodist Church Act 1939
"the Deed"	means the Declaration of Trust dated 7th March 1955
"the Directors"	means the directors for the time being of the Company appointed under the Articles
"the Education Acts"	means the Education Acts 1944 to 2002 as amended from time to time
"executed"	includes any mode of execution
"Ex Officio Director"	means the Secretary of the Conference or such person as the Secretary shall from time to time nominate in writing to act in such capacity
"Foundation Directors"	means the Directors appointed by the Conference under Article 35(2)
"Members"	means members of the Company
"the Methodist Council"	means the body of persons of that name for the time being constituted by the Conference for the despatch of Conference business
"notice"	means notice given in accordance with the Articles.
"the Objects"	means the objects as set out in Article 4 below
"office"	means the registered office of the Company

"the Resolution"	means a resolution numbered MC/97/22 by which the Charity has delegated its power of management
"the Seal"	means the common seal of the Company if it has one
"the Secretary"	means the person appointment as secretary of the Company under the Articles
"the United Kingdom"	means Great Britain and Northern Ireland

### **Name**

2. The Company's name is Westminster College Oxford Trust Limited but the Members may by ordinary resolution change this name provided that the consents of the Conference and Privy Council are obtained.

### **Registered Office**

3. The Company's registered office is to be situated in England and Wales.

### **Objects**

4. The Objects of the Company are to manage the Charity in accordance with the Charitable Objects.

### **Powers**

5. In furtherance of the Objects and not otherwise the Company shall have all the powers required to manage the Charity which have been delegated to it under the Deed as amended by the Resolution and, in particular, but not so as to exceed the powers given to it under the Deed as amended by the Resolution, may exercise all the following administrative and management powers on behalf of the Charity:-
  - (a) to establish, acquire and allow to carry on colleges of higher and further education, training centres, classes, lectures, conferences, study tours and any other activities for the furtherance of the Charitable Objects;

- (b) to provide financial assistance by way of grant, loan or other financial accommodation to prospective teachers or to institutions or charities which are concerned to advance education;
- (c) to draw, make, accept, endorse, discount, execute and issue bills, cheques and other similar instruments and to operate bank and building society accounts;
- (d) to raise funds and invite and receive contributions by way of donation, sponsorship, covenant, grant, loan, subscription, legacy, bequest or otherwise: *PROVIDED THAT* in raising funds the Company shall conform to any relevant statutory regulations on fundraising and shall not undertake any substantial permanent trading activity;
- (e) to buy, take on, lease, exchange, hire or otherwise acquire any property necessary directly or indirectly for the achievement of the Charitable Objects and to maintain and equip it for use *PROVIDED THAT* all land acquired by or on behalf of or for the Charity shall be vested in the Custodian Trustees;
- (f) *subject to any consents required by law and subject always to the consent of the Conference to sell, lease or otherwise dispose of all or any part of the land comprised in the Charity PROVIDED THAT* the Company may lease, licence or let land without the consent of the Conference for a period not exceeding 12 months on such terms as they see fit but subject always to the requirements of charity law and the Company shall have power to manage and deal with any other assets excluding land of the Charity as they see fit. For the avoidance of doubt the land (including any land or interest acquired pursuant to sub-clause 5(e) above) shall be vested by the Company in the Custodian Trustees;
- (g) *subject to any consents required by law to borrow money and subject also to the consent of the Conference to charge the whole or any part of the Charity's assets with repayment of the money so borrowed;*
- (h) to construct, maintain, improve, repair or alter any buildings or works on land comprised in the Charity;
- (i) to co-operate with other charities, voluntary bodies, persons and statutory authorities operating in furtherance of the Charitable Objects and to exchange information and advice with them;

- (j) to establish or support directly or indirectly any charitable trusts, associations or institutions formed for the Charitable Objects or any of them;
- (k) to appoint and constitute such advisory committees as may be thought fit;
- (l) to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff, widows, widowers and their dependants;
- (m) to permit any investments comprised in the Charity to be held in the name of any clearing bank or building society or its subsidiary, any trust corporation or any other corporate body which is incorporated in England or Wales (or which has established a branch or place of business in England or Wales) as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such;
- (n) to have the same full and unrestricted powers of investment as if it were *absolute owner beneficially entitled to the monies, investment and property in its hands*;
- (o)
  - (1) to appoint on such terms as the Company in its discretion thinks fit, an investment manager for the Charity being a person whom it is satisfied after inquiry is a proper and competent person to act in that capacity and who is either:-
    - (A) an individual of repute with at least 15 years' experience of investment management and who is an authorised person within the meaning of the Financial Services and Markets Act 2000; or
    - (B) a company or firm of repute which is an authorised or exempted person within the meaning of that act
  - (2) the Company may delegate to an investment manager so appointed power at his or her discretion to buy and sell investments for the Charity on behalf of the Company in accordance with the investment policy laid down by the Company or by an authorised committee or sub-committee but subject to the following conditions:-

- (A) the investment manager shall be informed in writing of the extent of the Charity's investment powers and be given clear investment policy guidelines;
  - (B) the terms of the delegated authority shall be set out clearly in writing and notified to the investment manager. The Company (or any investment committee or sub-committee) shall take all reasonable care to ensure that the investment manager complies with the terms of the delegated authority;
  - (C) the performance of the investment portfolio managed by the investment manager shall be regularly reviewed and every transaction carried out by the investment manager under delegated powers shall be reported to the Company or to an authorised investment committee or subcommittee of the Company within 30 days;
  - (D) the Company shall be entitled at any time and with reasonable notice to review, revoke or alter the terms of the delegation;
  - (E) the arrangements for delegation to and appointment of the investment manager shall be reviewed by the Company or any investment committee or sub-committee at least once in every twenty four months; and
  - (F) the investment manager shall be paid reasonable and proper remuneration which may include commission, fees and other expenses earned by the investment manager but only if and to the extent that such commission, fees and expenses are disclosed to the Company or the relevant investment committee or sub-committee.
- (p) to appoint any person or persons to be members of the Board of the Company in accordance with the Articles of Association for the time being in force and to assign to such Board any powers, authorities or discretion vested to the Company which are not by statute required to be exercised by the Company in General Meeting; and
  - (q) to do all such other lawful things as are necessary for the achievement of the Objects.



## **Remuneration and Profits for Directors**

6. The income and property of the Company shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Company. No Director may receive any salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. *Provided that nothing in this document shall prevent any payment in good faith by the Company:-*

- (a) of the usual professional charges for business done by any Director who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Company to act in a professional capacity on its behalf: *Provided that at no time shall a majority of the Directors benefit under this provision and a Director shall withdraw from any meeting at which his or her remuneration, or that of any partner of his or hers or any other transaction between him or her and the Company is under discussion;*
- (b) of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant of the Company who is not a Director;
- (c) of interest on money lent by any member of the Company or Director at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Directors;
- (d) of fees, remuneration or other benefit in money or money's worth to any company of which a Director may also be a member holding not more than 1/100th part of the issued capital of that company;
- (e) of reasonable and proper rent for premises demised or let by any member of the Company or Director;
- (f) to any Director of reasonable out-of-pocket expenses; and/or
- (g) of any premium in respect of any indemnity insurance to cover the liability of the offices and members of the Company (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company; *provided that any such insurance shall*

not extend to any claim arising from any act or omission which the officers or members of the Company knew to be a breach of duty or breach of trust or which was committed by them in reckless disregard of whether it was a breach of duty or breach of trust or not.

### **Liability**

7. (a) The liability of the Members is limited.
- (b) Every Member undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while he or she is a Member or within one year after he or she ceases to be a Member, for payment of the Company's debts and liabilities contracted before he or she ceases to be a Member, and for the costs, charges and expenses of winding up.

### **Conflicts of Interest**

8. (1) Whenever a Director has a personal interest in a matter to be discussed at a meeting of the Directors or a committee the Director concerned must
- (a) declare an interest at or before discussion begins on the matter
  - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information
  - (c) not be counted in the quorum for that part of the meeting
  - (d) withdraw during the vote and have no vote on the matter
- (2) If a direct or indirect conflict of interests arises or possibly may arise for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the Directors who are not Conflicted Directors may authorise such a conflict of interests where the following conditions apply:
- (a) The Conflicted Director unless allowed to be present under the terms authorised by the board with regard to a specific conflict is absent from the part of the meeting at which there is a discussion of any arrangement or transaction affecting that other organisation or person;

- (b) The Conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting;
- (c) The Directors who are not Conflicted Directors consider it is in the best interests of the Charity to authorise the conflict of interests in the circumstances applying.
- (d) In Article 8.2 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Director or to a Connected Person.

### **Termination of Company**

- 9. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property, this shall not be paid to or distributed among the Members, but shall be given or transferred to such charitable bodies and for such charitable purposes of the Methodist Church as defined by Section 4 of the Methodist Church Act 1976 as the Conference shall direct.

### **Membership**

- 10. The Members shall be the Directors for the time being unless otherwise determined by the Conference.

### **Notices**

- 11. (1) Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:-
  - (a) by hand;
  - (b) by post; or
  - (c) by suitable electronic means.
- (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.
- (3) Any notice given in accordance with these Articles is to be treated for all purposes as having been received:-

- (a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- (b) two clear days after being sent by first class post to that address;
- (c) three clear days after being sent by second class or overseas post to that address;
- (d) immediately on being handed to the recipient personally;

or, if earlier, as soon as the recipient acknowledges actual receipt.

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

### **General Meetings**

12. (1) Directors 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 Company before the commencement of the meeting).
- (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.
- (3) There is a quorum at a general meeting if the fifty-one percent or more of the total number of Members for the time being shall constitute a quorum.
- (4) The Chair or in his or her absence some other person nominated by the Directors shall preside as chair at general meetings, but if such person is not present within fifteen minutes after the time appointed for holding the meeting or is not willing to act, the Members present shall elect one of their number to chair the meeting.
- (5) Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- (6) Every Member present in person or by proxy has one vote on each issue.

- (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.
  - (8) The Company may (but need not) hold an annual general meeting in any year.
13. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate any resolution passed or other proceedings at that meeting.

#### **Proceedings at General Meetings**

14. No business shall be transacted at any meeting unless a quorum is present and fifty-one per cent or more of the total number of Members for the time being shall constitute a quorum.
15. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand formally adjourned to the same day in the next week at the same time and place or to such other time and place as the Directors may determine.
16. The Chair at general meetings may, with the consent of a meeting at which a quorum is present (and he or she 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 an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
17. 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 a show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-

- (1) by the Chair; or
  - (2) by at least two Members having the right to vote at the meeting.
18. Unless a poll is duly demanded, a declaration by the Chair 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.
19. The demand for a poll may be withdrawn before the poll is taken, but only *with the consent of the Chair. 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.
20. Subject to Article 19 a poll shall be taken as the Chair directs and he or she 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.
21. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have.
22. A poll demanded on the election of a Chair 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 Chair 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 show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
23. 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.

### **Votes of Members**

24. No Member shall be entitled to vote at any general meeting unless all moneys then payable by him or her to the Company have been paid.
25. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be final and conclusive.

### **Minutes**

26. The Directors shall keep minutes in books kept for the purpose:
  - (1) of all appointments of officers of the Company made by the Directors; and
  - (2) of all proceedings at meetings of the Company and of the Board and of committees including the names of the Directors present at each such meeting.
27. Such records shall be open to inspection by the Members and the auditors of the Company, the Charity Commission, the Methodist Council, officers of the appropriate funding council and all other organisations and persons entitled to have access to those records.

### **Accounts, Estimates and Audit**

28. The Directors shall keep accounts and records and appoint auditors in accordance with the provisions of the Act.

### **Indemnity**

29. Subject to the provisions of the Act every Director or other officer of the Company shall be indemnified out of the assets of the Company 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.

#### **Directors' Appointments and Interests**

30. Subject to the provisions of the Act and the Articles, the Directors may appoint one or more of their number to any office of the Company. Any such appointments may be made upon such terms as the Directors determine.
31. Except to the extent permitted the Articles, no Director shall take or hold any interest in property belonging to the Company or receive remuneration or be interested otherwise than as a Director in any contract to which the Company is a party.

#### **The Seal**

32. The seal of the Company shall only be used by the authority of a resolution of the Directors or of any committee of Directors authorised to act on the Directors' behalf. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by one Director and by the Secretary or by a second Director.
33. Any bank account in the name of the Company in which any part of the assets of the Company is deposited shall be operated by the Directors and shall indicate the name of the Company. All cheques and orders for the payment of money from such account shall be signed by at least two Directors or by at least two signatories appointed by the Directors.

#### **The Board**

34. (1) The business and affairs of the Company shall be conducted by the Board who shall not be less than three but (unless otherwise determined by special resolution of a meeting of the Board) shall not be more than eight.
- (2) The Board may exercise all such powers of the Company and carry out all such acts on behalf of the Company as are not required by the Act or



by the memorandum or Articles to be exercised or done by the Company in General Meetings or otherwise.

- (3) Members of the Board shall not appoint proxies to vote in their place.

### **Composition of the Board**

35. The Board shall consist of the following persons:-

- (1) The Ex Officio Director.
- (2) Foundation Directors who are either:-
  - (a) nominated by the Board and approved by the Methodist Council; or
  - (b) in the absence of any or a sufficient number of such approved nominations, nominated by the Methodist Council and in either case *appointed by the Conference*.
- (3) Such, if any, Co-opted Director as may from time to time be appointed by the Board.

36. Except in the case of the Ex Officio Director, all future members of the Board shall normally be appointed for a period of three years. Their period of office shall normally begin on 1st September. The Ex Officio Director shall, (unless he or she is otherwise removed or retire under the provisions of these Articles) continue as a member of the Board only for as long as he or she holds his or her *ex officio* office.

37. Retiring members of the Board (other than the Ex-Officio Director) shall be eligible for re-appointment under the provisions of these Articles for a further term of three years. After serving two consecutive terms, a retiring member shall not become re-eligible to serve for further consecutive terms until at least one year of non-service has lapsed, provided that such period of non-service shall not be required if the Conference so resolves.

38. No person may be appointed as a member of the Board:

- (1) unless he or she has attained the age of 18 years; or
- (2) in circumstances such that, had he or she already been a Director he or she would have been disqualified from acting under the provisions of the Act.

39. Not less than three nor more than twenty-eight clear days before the date appointed for holding a meeting of the Board, notice shall be given to all persons who are entitled to receive notice of the meeting of any person (other than a member of the Board retiring by rotation at the meeting) who is to be recommended by such Board for appointment or re-appointment or nomination or re-nomination (as the case may be) as a member of the Board at that meeting.
40. The Board may appoint a person who is willing to act as a Director either to fill a vacancy or as an additional Director provided that:-
- (1) the appointment does not cause the number and composition of the Board to breach any provision of the Articles; and
  - (2) the appointment is as a Co-opted Director.
41. The Board shall by majority vote elect one of their number to act as Chair of the Board. The Chair shall hold office for a period of up to three years but may be re-elected for a further term not exceeding three years.

#### **Disqualification and Removal of Directors**

42. A Director shall cease to hold office as Director and member of the Board before the expiry of his or her term if he or she:-
- (1) ceases to be a Director by virtue of any provision in the Act; or
  - (2) in the opinion of the Board becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
  - (3) resigns his or her office by notice to the Chair (but only if at least three Directors will remain in office when the notice of resignation is to take effect); or
  - (4) is absent without the permission of the Directors from all their meetings held within a period of twelve months and the Directors resolve that his or her office be vacated; or
  - (5) in the case of any Director (whether Foundation Director or otherwise) is removed by an ordinary resolution of the Members in general meeting or by a special resolution of the Board; or
  - (6) in the case of a Foundation Director only:-

- (a) on appointment is a member of the Methodist Church and he or she ceases to be such a member; or
- (b) he or she is removed from office by resolution of the Conference.

If as a result of the removal of a Director any requirements in these Articles on the number and composition of the Board is breached, then the remaining Directors should forthwith appoint or nominate (as the case may be) a new Director in accordance with the above Articles.

#### **Directors' Expenses**

- 43. The Directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board or committees or general meetings or otherwise in connection with the discharge of their duties.

#### **Secretary**

- 44. The Directors may appoint an individual to act as the Secretary for such term at such remuneration and upon such conditions as they may think fit; and any person so appointed may be removed by them.

#### **Powers and Responsibilities of Directors**

- 45. Subject to the provisions of the Act and the Education Acts, and to any direction given by special resolution in general meeting, the business of the Company shall be managed by the Board and they may exercise any powers of the Company which are not reserved to a general meeting.

#### **Proceedings of Board**

- 46. The Board shall hold meetings at least two times a year. A meeting of the Board may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 47. (1) Subject to the provisions of the Articles, the Board may regulate their proceedings as they think fit.

- (2) Any two members of the Board or the Chair may, and the Secretary at the request of any two such members or the Chair acting alone shall, call a meeting of the Board.
  - (3) It shall not be necessary to give notice of a meeting to a member of the Board who is absent from the United Kingdom.
  - (4) Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.
48. The quorum for the transaction of the business of the Board may be increased by them if they so resolve but shall not be less than 51% of the total number of the Directors for the time being.
49. The Board may not act notwithstanding any vacancies in their number, but, if the total number of their members is less than three the continuing Directors may act only for the purpose of filling vacancies to the extent permitted under the Articles.
50. If the Chair is not present within fifteen minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chair of that Board meeting.

### **Committees**

51. The Board may appoint, and delegate powers to, one or more committees consisting of one or more Directors and other suitable persons (who do not need to be members of the Board for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Board would be more conveniently undertaken or carried out by a committee); provided that all acts and proceedings of any such committees shall be fully reported to the Board at their next meeting.
52. All acts done by a meeting of the Board or of a committee shall, notwithstanding that it is discovered afterwards that there was a defect in the appointment of any Director or that any of them were disqualified from holding office or had vacated office, or were not entitled to vote, be as valid as if every such person had been

duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

53. A resolution in writing, signed by all Directors entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effective as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held.

#### **Religious Education**

54. The nature and character of the religious education that shall be given in exercise of the powers of the Company shall be in harmony with the doctrinal standards and the purposes of the Methodist Church as interpreted by the Conference.