

067 65744

New Covenant Cherubim & Seraphim Movement Church
333 High Road, Wood Green, London N22 8JA

SPECIAL GENERAL MEETING [SGM]

Sunday 07 / 07 / 13 - 14.00 HOURS

Venue - Church Premises

Record of Meeting

A Special General Meeting was called for Sunday 7th of July 2013 in accordance with the Church Constitution. The purpose of the meeting was to adopt the amended Constitution.

Church Members attended the meeting as required and we started with a quorate number of 92. The Chairman gave the opening remarks and requested for a motion for the adoption of the revised Constitution to be made from the floor. Mr. Akande moved the motion to adopt the Constitution, this was seconded by Mr. Johnson. There was a counter motion by Mr. Okutubo, seconded by Mr. Adenegan.

The Pastor in charge appealed for the understanding of all members and the Constitution was unanimously adopted.

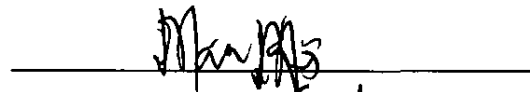
The decisions made above are in accordance with the constitutional procedures of New Covenant C & S Movement Church.

Mr. Dennis A. Ayerume [BOT Chairman]

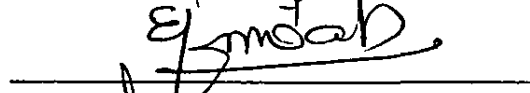


Mr. Marcellino K. Martins [BOT Chairman]

Vice



Mrs. Esther F. Noah [BOT Secretary]



Mr. Olayiwola A. Nadi [BOT Member]



Mrs. Agnes O. Olubajo [BOT Member]



Mrs. Mary O. Faniyi - Afriye [BOT Member]



Enc: Subscribers' / Attendance Register

MONDAY



RM

R2D43NVT

22/07/2013



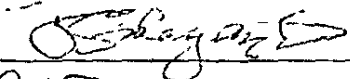
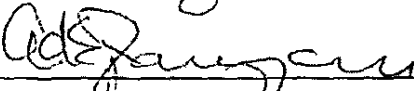


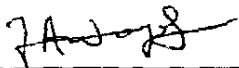

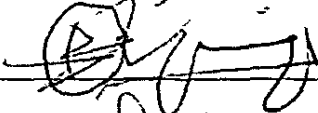
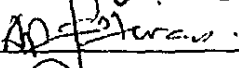

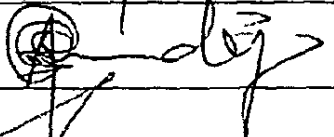

#14

COMPANIES HOUSE

New Covenant C & S Movement Church
333 High Road, Wood Green, London N22 8JA

SPECIAL GENERAL MEETING : SUNDAY 07 / 07 / 13
TIME : 2-00PM

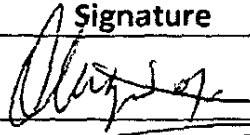
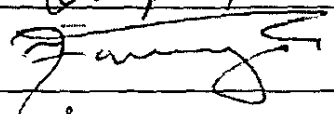
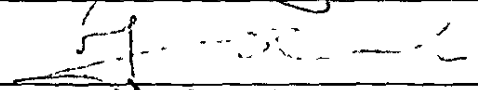

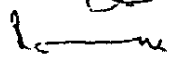



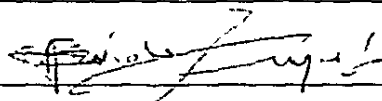
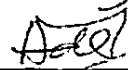

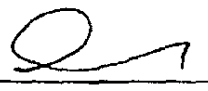

ATTENDANCE REGISTER

No.	Name	Signature
1	M/S/MP Pastor A. Oluwase	
2	S/Ayo J. K. Aremu	
3	M/S/A FAGBEBE	
4	SP-A P. OLANIKAN	
5	Engr Asas M/A Akanle	
6	S/A A OGUMOKUN	
7	S/A. A. CHOBANDE	
8	A/B Olawale Fayemi	
9	M/S/H/D A. O. Igbo	
10	S. B. AJAYI	
11	Abim Adediran	
12	Tayo Oduwo	
13	Sunday Ogundeji	
14.	B. A. Noah	

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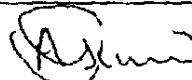
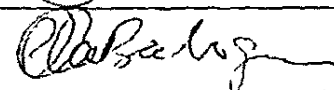
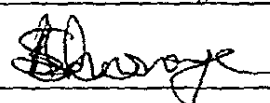


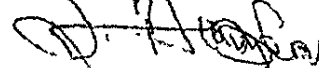

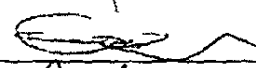

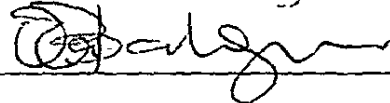

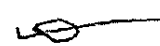
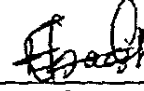
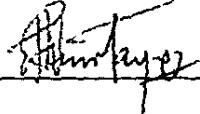
ATTENDANCE REGISTER

No.	Name	Signature
15.	Tide Olagundoye	
16	E.A. Enkwen	
17	TUNDE SOBARI	
18	ADEDOTUN FADAYIN	
19	C. A. Martins	
20	Tinka Shoroye	
21	O. A. LIGU	O. A. 
21	R. A. Linnon	
22	DAVID LALEYE	
23	Ade. Mateela	
24	E. Browne	
25	M. SHOMOTÉ	
26	O. Anyi	O Anyi
27	Obukenn Obukye	

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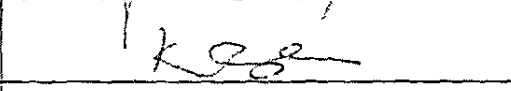
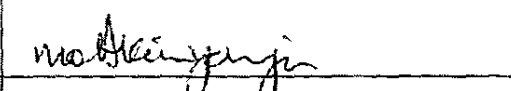
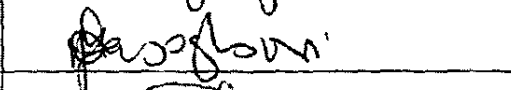

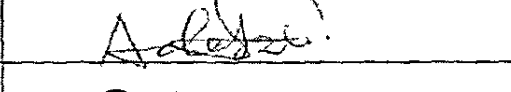
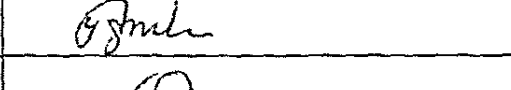
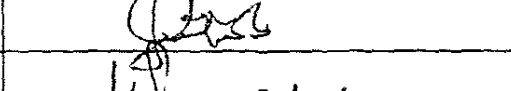
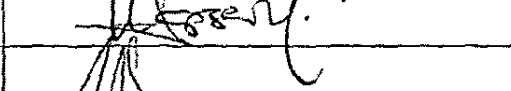
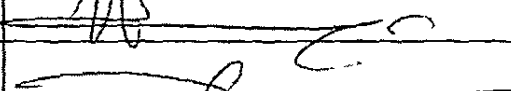

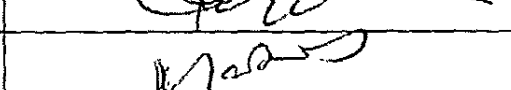
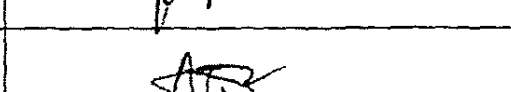

ATTENDANCE REGISTER

No.	Name	Signature
28	M. A. OSINOWI	
29	O Balogun	
30	N. Showye	
31	E. FACIBERE	
32	V. Adeniyi	
33	T. Akinpelu-Serolu	
34	K. Faniyi-Afrige	
35	C. A. Jaja	
36	Pro A Olumade (Mrs)	
37	Olutun Adesye	
38	Mary Ikennu	
39	M. Abiola	
40	F. Gbadebo	
41	Elizabeth Omotayo	

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No.	Name	Signature
42	H. Obafemi	
43	Kemi Onanuga	
44	Maryanne O. Akinyelu	
45	Modupe O Fasogbon	
46	Oseolinde Johnson	
47	Adelola Aladesun	
48	Yetunde Aladesun	
49	JAMILA OGUNLAD	
50	ABAYOMI BASSAY	
51	E AJAYI	
52	YINKANMI	
53	I. A. Odey	
54	M. A. Odey	
55	A. ELEGBE	

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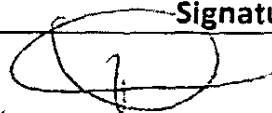
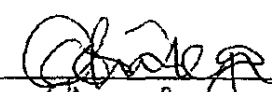



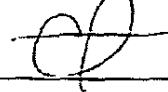
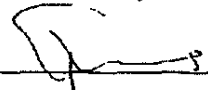

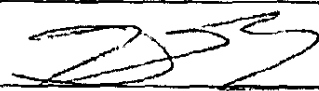

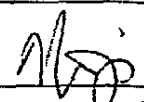
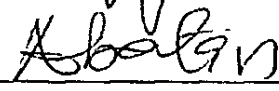
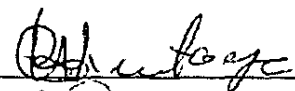

ATTENDANCE REGISTER

No.	Name	Signature
56	Prof. Oluwatimilehin	oh
57	Adebisi Olagundoge	ADO
58	Toyin Adewale	Adewale
59	Titiola Akinyanju	TA
60	Bese Oluwatimilehin	BO
61	Bola Olatunde	BO
62	MRS M. Tijinkani	M.T.
63	Olufemi SERAPH	Seraph
64	O. OKEOWU	O.O.
65	Abiodun Esin	AE
66	OPREMI OLAGUNDIGE	OP
67	Abenga Adenigun	AA
68	Femi Okutubo	FO
69	Dele ODUNYAN	DO

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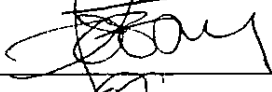

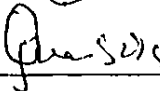
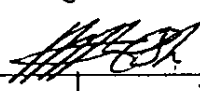
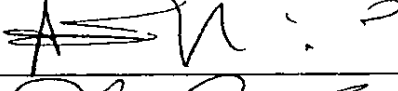
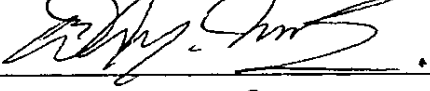
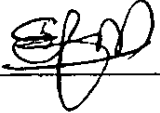
No.	Name	Signature
70	M/S/A Raphael Ojueke	
71	Tolani Olukega	
72	Titi Ekeh	
73	Lyabo Solanke	
74	M/S/A A OJO	
75	Sola Alcomyngin	
76	Aleshale Ogunlola	
77	Makinde Fufu	
78	S. Ogunlodele	
79	T. Ogundele	
80	M. Ogunnrokun	
81	J. Abetari	
82	C. Akinloye	
83	A. Elegbede	

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ATTENDANCE REGISTER

No.	Name	Signature
84	Olutoyin Sowemimo-Henry	
85	Adebimpe Odedun	
86	Adeleke Johnson	
87	Oluseyi Sowemimo-Henry	
88	D. OGUNSIKA	
89	MR EPHRAIM	
90	Pastor Jegede	
91	DENNIS AYERUME	
92	Esther Noah	

**THE COMPANIES ACT 1985 & 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
THE CHARITIES ACT 1992, 1993 AND
2006**

**~~MEMORANDUM AND~~ ARTICLES OF
ASSOCIATION OF NEW COVENANT
CHERUBIM AND SERAPHIM
MOVEMENT CHURCH**

**INCORPORATED ON: 4th December 2008
COMPANY REGISTRATION NO: 06765744
CHARITY REGISTRATION NO: 1085933**

Adopted on 07 July 2013

*Mart
EJD*

**New Covenant Cherubim and Seraphim Movement Church
Constitution**

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INTRODUCTION

Adoption of the Memorandum and Articles

The Charity and its property will be administered and managed in accordance with the provisions of this Memorandum and Articles of Association

This Memorandum and Articles was adopted on 07 July 2013. The Church shall be self-governing, independent, and autonomous, directed in all spiritual matters by the will of God as divinely revealed to her leaders and Members

The Church will be subject to the control of no other ecclesiastical organisation. The Church is voluntarily affiliated with, but not governed by and will support insofar as is practical, various Cherubim and Seraphim organisations and any other Christian or charitable organisation which the Church may choose (worldwide)

Preamble

Whereas we believe in, hold the Holy Bible, consisting of the sixty-six books of the Old and New Testaments to be the inerrant written Word of God, and

Whereas we believe in the only true and living God, the Holy Trinity of Divine Persons, in perfect unity, Father, Son and Holy Spirit, each of which is co-equal and co-eternal, and sovereign in creation, providence and redemption, and

Whereas the Word of God requires that we submit to the authority of God through the leaders whom He has appointed, and

Whereas in conjunction with the leaders whom God has appointed, we have agreed to adopt a formal governing document in accordance with our mutually accepted tenets of faith;

Therefore, we declare, establish and voluntarily submit ourselves to the provisions within this document (hereinafter known as "the Memorandum and Articles of Association"), which is written to preserve and perpetuate the principles of our common Christian faith and to govern this body in an orderly and biblical manner. The contents of this document will preserve the rights of this body to accomplish its God-given purpose

The Article amends and replaces any previous documents and becomes the governing document of the Charity.

Our Covenant

Being united in the faith that God created the heavens and earth (Genesis 1:1), that Jesus Christ is the Son of God (Matthew 3:17), and that the Holy Spirit is sent of God to mankind (John 14: 15 - 17), we, the Members of The New Covenant Cherubim and Seraphim Movement Church, do solemnly and joyfully make this Covenant together:

We will dedicate ourselves to fulfilling the GREAT COMMISSION Jesus Christ placed upon His Church (Matthew 28: 18 - 20) We will love and encourage each other in the Body of Christ and admonish each other as occasion may require

Our differences will not separate us but rather increase our understanding and strengthen the bonds of Christian love.

We will be faithful stewards, as God has prospered us, contributing our financial, moral and physical support for the Church and its ministries and offering ourselves for God's work in the world

We will strive to live according to every word of God (Matthew 4:4), being examples to our brethren in the Church and our fellow citizens in the world of whatever race, colour, creed, or faith, being "subject to the powers that be" in our lands insofar as the laws of human governments do not conflict with the Divinely revealed laws of God (Acts 5:29)

We will maintain family and private devotions, biblically educate our children, seek the salvation of our kindred and acquaintances, walk circumspectly in the world, be just in our dealings; faithful in our engagements, and exemplary in our deportment and be zealous in our efforts to advance the kingdom of our Saviour Jesus Christ.

In the spirit of this Covenant, we pray together that the Almighty God will assist us to carry out the words of this covenant.

THE COMPANIES ACT 1985 & 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION OF

FRIDAY



LD6

L2CX2NC9
19/07/2013
COMPANIES HOUSE

#118

NEW COVENANT CHERUBIM & SERAPHIM MOVEMENT CHURCH

1. The name of the Company is NEW COVENANT CHERUBIM AND SERAPHIM MOVEMENT CHURCH

2. The Charity's Registered Office is to be situated in England.

3 The Charity's Objects ("the Objects") are. -
THE COMPANIES ACT 1985 & 2006

a) The advancement of the Christian religion (Mark 16.15; Matthew 28: 18 - 20);
MORAN

b) The relief of hardship by the provision of support and other services either directly or by the provision of support for other organisations engaged in such relief, and

c) The advancement of education of the general public by the provision of training for example, information technology, youth development, mentoring and other disciplines.

4 In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):

a. To raise funds and to invite and receive contributions from any persons whatsoever by way of loan, subscription, donation and otherwise, provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to all relevant statutory regulations.

b To purchase, lease, hire, exchange or otherwise acquire any land, buildings, furniture, equipment or other property or interest in property and to alter, improve, develop, redevelop and (subject to such consents as may be required by law) to sell, resell, let, underlet, charge, assign, or otherwise dispose of or deal with the same In exercising this power, the Trustees / Directors must comply as appropriate with sections 36 and 37 of the Charities Act 1993.

c To borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed The Trustees must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if they intend to mortgage land

d To co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them.

- e. To establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects.
- f. To acquire, merge with or enter into any partnership or joint venture arrangement with any other Charity formed for any of the Objects.
- g. To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.
- h. To obtain and pay for such goods and services as are necessary for carrying out the work of the Charity To make donations to any Christian worker who is engaged in such work or activity which furthers the Objects or in assisting either directly or indirectly in the same
- i. To set up, administer or support day nurseries, play schools and other educational establishments
- j To produce, sell or otherwise distribute literature, audio and visual aids, and other media of communication, but not so as to constitute permanent trading on the part of the Charity *except* where it is a direct means of furthering the Objects
- k. To arrange and provide for or join in arranging and providing for the holding of meetings, lectures, seminars, conferences, training courses, festivals, celebrations and exhibitions.
- l. To train, equip, commission and support or to assist in the training of, any people who are concerned to achieve the Objects.
- m To make any grant, gift, or payment for the purpose of or in connection with such training, equipping, commissioning and support.
- n. To make provision for the accommodation of individuals and groups of individuals in the areas in which it is desired to operate the Charity.
- o. To insure any asset of the Charity on such terms as the Trustees may think fit and to pay the appropriate premiums and to use any insurance money received in any manner the Trustees think fit whether to restore the asset or not.
- p To insure and arrange insurance cover for and to indemnify its Members, servants and voluntary workers from and against all such risks incurred in the proper performance of their duties as may be thought fit

q. To provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity PROVIDED that any such insurance shall not extend to:

i. any claim arising from any act or omission which the Trustees (or the Trustee in question) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or by the Trustee in question) in reckless disregard of whether it was a breach of trust or breach of duty or not,

ii. The costs of an unsuccessful defence to a criminal prosecution brought against the Trustees (or against the Trustee in question) in their capacity as Trustees of the Charity.

r. To invest the moneys of the Charity not immediately required for the furtherance of the Objects in or upon such investments, securities or property as may be thought fit, subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.

s. To undertake, facilitate or support the co-ordination and net-working of other Christian agencies fulfilling the same or similar objects with the aim of making the most strategic and effective use of resources including personnel, expertise and finance in the same or similar locations or projects.

t. To make regulations for the management of any property which may be acquired by the Charity

u. To establish where necessary other branches (whether autonomous or not) or otherwise cause the Charity to be duly registered or constituted by law in any country in which it is desired to operate

v. To produce, purchase, sell, exchange or otherwise obtain or dispose of any equipment and materials including but not limited to, literature, audio and visual aids, media of communication, and all other formats for the recording or playing of music, speech or film, but not so as to constitute permanent trading on the part of the Charity *except* where it is a direct means of furthering the Objects.

w. To open and operate such bank and other accounts as the Trustees consider necessary and to invest funds and to delegate the management of funds in the same manner and subject to the same conditions as the Trustees of a trust are permitted to do by the Trustee Act 2000

x. To do all such other lawful things as are necessary for the achievement of the Objects.

2. No alteration of this Memorandum and Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees;

3. The liability of the Members is limited

4 Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity'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 Charity's debts and liabilities contracted before he or she ceases to a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

5. If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other Charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity chosen by the Members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

6 With regards to the Charity's income

(1) The income and property of the Charity shall be applied solely towards the promotion of the Objects

(2) A Trustee may pay out of, or be reimbursed from, the property of the Charity reasonable expenses properly incurred by him or her when acting on behalf of the Charity

(3) Nothing herein shall prevent any payment in good faith by the Charity of interest on money lent by any member of the Charity or Trustee at a reasonable and proper rate per annum not exceeding 1% less than the published base lending rate of a clearing bank to be selected by the BOT.

(4) 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. A member who is not also a Trustee from receiving reasonable and proper remuneration for any goods or services supplied to the Charity;

b. A Trustee from.

1. Buying goods or services from the Charity upon the same terms as other Members or Members of the public,

ii Receiving a benefit from the Charity in the capacity of a beneficiary of the Charity, provided that the Trustees comply with the provisions of sub-clause (6) below, or as a member of the Charity and upon the same terms as other Members;

c. the purchase of indemnity insurance for the Trustees against any liability that by virtue of any rule of law would otherwise attach to a Trustee or other officer in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity but excluding:

i. Fines;

ii Costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer,

iii Liabilities to the Charity that result from conduct that the Trustee or other officer knew or ought to have known was not in the best interests of the Charity or in respect of which the person concerned did not care whether that conduct was in the best interests of the Charity or not.

(5). No Trustee may be paid or receive any other benefit for being a Trustee

(6). A Trustee may.

a Sell goods, services or any interest in land to the Charity,

b Not be employed by or receive any remuneration from the Charity;

c Receive any other financial benefit from the Charity, if:

i He or she is not prevented from so doing by sub-clause (5), and

ii The benefit is permitted by sub-clause (2); or

iii The benefit is authorised by the Trustees in accordance with the conditions in sub-clause (7)

(7). If it is proposed that a Trustee should receive a benefit from the Charity that is not already permitted under sub-clause (2), he or she must:

a. Declare his or her interest in the proposal,

b. Be absent from that part of any meeting at which the proposal is discussed and take no part in any discussion of it;

c. Not be counted in determining whether the meeting is quorate,

d. Not vote on the proposal

(8). In cases covered by sub-clause (6), those Trustees who do not stand to receive the proposed benefit must be satisfied that it is in the interests of the Charity to contract with or employ that Trustee rather than with someone who is not a Trustee and they must record the reason for their decision in the minutes. In reaching that decision, the Trustees must balance the advantage of contracting with or employing a Trustee against the disadvantage of doing so

**New Covenant Cherubim and Seraphim Movement Church
Constitution**

(especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest)

a The Trustees may only authorise a transaction falling within paragraphs 6(a)–(c) if the Trustee body comprises a majority of Trustees who have not received any such benefit

b. If the Trustees fail to follow this procedure, the resolution to confer a benefit upon the Trustee will be void and the Trustee must repay to the Charity the value of any benefit received by the Trustee from the Charity.

9 A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest) and take no part in the voting upon the matter.

10. In this clause, a "Trustee" shall include any person, firm or company connected with the Trustee

We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association

NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

**THE COMPANIES ACT 1985 & 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF
NEW COVENANT CHERUBIM & SERAPHIM MOVEMENT CHURCH**

1. INTERPRETATION

In these articles.

All references to "the Charity", "the Church", or "the Company" means the New Covenant Cherubim and Seraphim Movement Church;

"The BOT" (the BOT) means the management board of the Charity and Trustee has a corresponding meaning.

"The E1C" (The Elders in Council) means the managers of the spiritual aspects of the Church as delegated by the BOT

"Church member" means an individual admitted to Membership of the Charity in accordance with Article 5.

"AGM" means the Annual General Meeting of the Church

"SGM" means the Special General Meeting of the Church

"The 1985 Act" means the Companies Act 1985,

"The 2006 Act" means the Companies Act 2006,

"The Charities Act" means the Charities Act 1992, 1993 and 2006 including any statutory modification or re-enactment thereof for the time being in force;

"The Articles" means these Articles of Association of the Charity;

"Clear days" in relation to the period of a 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,

"Executed" includes any mode of execution,

"The Memorandum" means the Memorandum of Association of the Charity;

"Office" means the registered office of the Charity,

"The seal" means the common seal of the Charity if it has one;

"BOT Secretary" means the Secretary of the Charity or any other person appointed to perform the duties of the Secretary of the Charity, including a joint, assistant or deputy BOT Secretary;

"Church Secretary" means the person appointed by the Church to manage the administrative aspects of the Church or any other person appointed to perform the duties of the Church Secretary, including a joint, Assistant or Deputy Church Secretary.

"the Trustees" means the directors of the Charity (and "Trustee" has a corresponding meaning); as defined by Section 97 of the Charities Act 1993.

"the United Kingdom" means Great Britain and Northern Ireland;
Words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural and vice versa where the context so permits

Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

ARTICLE 1: MEMBERSHIP

The Church is open to everyone seeking to experience the presence of God in his or her life.

1. Membership is open to any individual who has completed the Membership induction programme consisting of New Induction lessons, baptism by immersion and confirmation (that is the rank of Prayerist) The participation in the above Membership induction commits such a person to furthering the Objects of the Charity and honouring their financial commitments (including, but not limited to tithes as laid down in the Holy Bible)
2. Membership can also be through registration at the Church Secretariat subject to acceptance by the Trustees.
3. For individuals joining under the age of 16, the consent of the individual's parent or legal guardian will be sought prior to attaining Membership Full membership is permitted from the age of 13 with a voting right at the age of 16.
4. For children of Members, Membership by association applies to the child until he or she undergoes baptism by immersion.
5. The BOT may refuse Membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to do so.
 - a The BOT must inform the individual of the reasons for the refusal within twenty-one (21) days of the decision.
 - b The BOT must consider any written representations the individual may make about the decision The Trustees' decision following any written representations must be notified to the applicant in writing but shall be final.

- 6 Membership is not transferable to anyone else
- 7 The Charity must keep a register of names and addresses of the Members which may be made available to relevant authorities upon request, subject to the Data Protection Act 1998 This Register will be regularly reviewed by the Secretariat.
- 8 All Members are encouraged to:
- a Attend regularly at public worship, including the Ordinance of the Lord's Supper, which shall be observed by the Church
 - b Use their gifts in the service of Christ and His Church.
 - c. Maintain the spirit of Christian love and unity
 - d. Contribute systematically to the Church's finances as the Lord has prospered them.
 - e Show evidence of their Christian character in all things
 - f Share in the fulfilment of the Lord's Commission in Matt 28: 19,20.
9. All matters private to the Church shall be treated by the Members as strictly confidential
- 10 The Church Pastor shall not be a member of the BOT

ARTICLE 2: TERMINATION OF MEMBERSHIP

Membership of the Charity is terminated if

1. The member dies,
- 2 The member resigns by written notice to the Charity unless, after the resignation, there would be less than two Members,
- 3 Not less than two-thirds of the Trustees present at a meeting so resolve The Trustees shall have the right for a good and sufficient reason to terminate the Membership of any member provided that he shall have received 21 clear days' notice in writing to his last known address notifying him of the intention to terminate his Membership and the reasons therefore, and that he shall have the right to be heard by the Trustees before any vote is taken

ARTICLE 3: MEETINGS

- 1 There shall be two categories of meetings, an Annual General Meeting (AGM) and a Special General Meeting (SGM).
- 2 The Charity shall hold an AGM each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one AGM of the Charity and the next AGM The AGM shall be held at such times and places as the Trustees shall appoint. All other meetings other than the AGM shall be called SGMs
- 3 The minimum period of notice required to hold an AGM of the Charity is fourteen (14) clear days from the date on which the notice is deemed to have been given A

SGM may be called by shorter notice, in writing, by at least twenty-five (25) Members

- 4 The meeting notice must be accepted means of communication; specify the date, time and place of the meeting and the general nature of the business to be transacted in writing. If the meeting is to be an AGM, the notice must say so. The notice must be given and/or sent to all the Members and to the BOT.

5. The BOT may call a SGM at any time.

6 The BOT must call a SGM if requested to do so in writing by at least twenty five (25) Members. The request must state the nature of the business that is to be discussed. If the Trustees fail to hold the meeting within six (6) weeks of the request, the Members may proceed to call a SGM but in doing so they must comply with the provisions of this Memorandum and Articles

7 No business shall be transacted at any general meeting unless a quorum is present. A quorum will be 25 Members entitled to vote upon the business to be conducted at the time of the meeting

8 If a quorum is not formed within an hour from the time appointed for the meeting, the meeting shall be adjourned to such time and place as the Trustees shall determine. The Trustees must re-convene such a meeting and must give at least seven clear days' notice of the re-convened meeting stating the date time and place of the meeting.

a. If no quorum is formed at the re-convened meeting within thirty (30) minutes of the time specified for the start of the meeting the Members present at that time shall constitute the quorum for that meeting

9. All meetings shall be chaired by the person who has been appointed as Chairperson who is the Chair of the BOT

a. If the Chairperson is unwilling to preside or is not present within thirty (30) minutes after the time appointed for the meeting, the Vice Chair shall chair the meeting or if this individual is also absent, the BOT Secretary shall chair the meeting or if this individual is also absent, the Chief Financial Officer shall chair the meeting. In the absence of all aforementioned Trustees, the Trustees present may appoint one of their members to chair that meeting

b. If no Trustee is willing to act as Chair, or if no Trustee is present within thirty (30) minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their members to Chair. Such an appointed Chairperson shall not assume Membership of the Trustees as a result of the nomination or duties performed at that meeting

10 The Members present at a meeting may resolve that the meeting shall be adjourned. The person who is chairing the meeting must decide the date, time and place at which the meeting is to be re-convened, unless those details are specified in the resolution

11 Each member at any General Meeting shall have one vote. The person who is chairing the meeting does not have a casting vote in addition to any other vote he or she may have.

12. 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.

a. By the Chair; or

b. By at least two Members having the right to vote at the meeting, or

c 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

13 Unless a poll is duly demanded, a declaration by the Chair that a resolution has been carried or carried unanimously, or by a majority, or lost, or not carried by a 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.

14 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

15. The Charity acting through the BOT Secretary must keep a record of the following meetings

a. appointments of Trustees,

b proceedings at meetings of the Charity, and

c meetings of the Trustees and committees of Trustees including

i the names of the Trustees present at the meeting,

ii. the decisions made at the meetings, and where appropriate; and

iii. the reasons for the decisions

16. The BOT Secretary should publish and circulate to all Members within fourteen (14) days of any such meetings

a The minutes of the AGM/SGM, and

b. Appointments of Officers and Trustees

ARTICLE 4: THE BOARD OF TRUSTEES (THE BOT)

1 The Charity and its property shall be managed and administered by the BOT as appointed in accordance with this Memorandum and Article.

2. The Charity shall have the following Trustees:

- The Chair
- The Vice Chair
- BOT Secretary
- Chief Financial Officer
- All other Trustees who are appointed at the AGM.

3. The Trustees shall appoint one amongst them as Vice Chair to act as chair in the absence of the chairperson

4. A Trustee must be a member of the Charity

5. No one may be nominated or appointed a Trustee if he or she would be disqualified from acting under the provisions of Article 9.

6. The number of Trustees shall be not less than seven (7) and shall not be more than nine (9)

7. A Trustee may not appoint anyone to act on his or her behalf at meetings of the Trustees

ARTICLE 5: THE APPOINTMENT OF TRUSTEES

1. Prior to the AGM/SGM, a seven-member Selection Panel shall be set up by the BOT based on agreed criteria, to manage the appointment of Trustees.

2. There shall be a joint meeting of all Elders in Council, Bands Executives, the BOT and other stakeholders to nominate candidates for membership of the BOT. The Bands Executives shall consult with members of the Bands they represent prior to the meeting on the choice of nominees. The Trustees to be nominated are: Chair, BOT Secretary and Chief Financial Officer and other Trustees

3. Nominees must be members of the Church who are at least 25 years old and have been members for five years. They must also be financially committed members of the Church

4. Candidates who have previously served as Trustees of the Church are not allowed to apply for the position of Trustee for two years following the end of their term as Trustee

5. The Selection Panel shall carry out an Administrative and Spiritual Screening of these nominees by matching nominees against pre-determined criteria and skills requirements set by the BOT and selected members of the Elders in Council. The Panel may choose to interview nominees as part of the Administrative Screening process

6 Successful nominees from the selection process shall be subject to Disclosure Barring Service (DBS) in accordance with the Regulations of the Charity Commission.

7 The names of successful new members of the BOT who have DBS clearance shall be announced to the Church after which they shall commence work.

8. Subject to Article 4 clause 5 the position of Chair, BOT Secretary and Chief Financial Officer shall be filled at the same time of the AGM

9. One third of the Trustees shall retire with effect from the conclusion of the AGM next after his or her tenure reaches the 2-year time mark but shall be eligible for re-nomination or appointment for a further 2-year term at that AGM After expiration of the 3 terms, such Trustee shall retire.

10. For the purposes of the SGM immediately following the adoption of this Memorandum and Articles, all Trustees shall retire, save the Chairman and the BOT Secretary The said officers shall be the first candidates for retirement at the next AGM, in which appointment is due.

11 Clause 9 would be without prejudice to the powers of the AGM to re-appoint a Trustee for exceptional qualities which may be measured through appraisal tools. Any such re-appointed Trustee shall be subjected to a renewal of mandate at every subsequent annual general meeting

12 The appointment of a Trustee must not cause the number of Trustees to exceed any number fixed in accordance with this Memorandum and Articles (Article 4, Clause 6) as the maximum number of Trustees.

13 In such event that any of the appointed Trustees (Chairperson, BOT Secretary or Chief Financial Officer) leave office either by resignation or any form of disqualification prior to the completion of any of their terms, a SGM shall be called to replace the Trustee by voting by members entitled to do so The candidates for selection must hold a valid DBS Certificate at the time of the SGM.

ARTICLE 6A: THE ELDERS IN COUNCIL (EIC)

1. A body called Elders in Council is hereby created, subject to delegated powers from the BOT
- 2 The EiC shall consist of twenty-four (24) working members, male and female above the age of 50 and who have been a member of the Church for at least 5 years and meet eligibility criteria as determined by the BOT and existing members of the EiC

3. Appointment to the EiC shall be permanent subject to Article 9b
4. The EiC shall consist of the following: Vice Chair, Church Secretary and other members up to the required total of 24 Elders. The Church Pastor is the 25th member of the EiC.
5. The Church Secretary shall be the Secretary of the EiC
6. The Elders in Council and BOT will meet at bi-monthly Management meetings. Such meetings will be organized by the Monitoring Committee, in accordance with procedures in Church Manual.
7. In the event that a vacancy occurs in the EiC either by virtue of death, or other occurrences including any of those captured in Article 9A, a Selection Panel of no more than 7 members of the Church shall be constituted by the BOT to fill the vacancy from any suitable elders in the Church.
8. The EiC Selection process shall mirror the process of selection of the Church Secretary as provided in Article 6 (A) (1) 2-5

ARTICLE 6A(1): THE CHURCH SECRETARY

1. The position of Church Secretary is hereby created
2. The Church Secretary shall be appointed by the Church through Nomination, Voting and by Spiritual Screening
3. Nomination of candidates for the position of Church Secretary shall come from the Elders in Council in conjunction with the BOT and from the Stakeholders: being heads of various units within the church
4. There shall be a screening process to be coordinated by a Selection Committee set up for the purpose of selecting the Church Secretary
5. Successful candidates shall then be subjected to spiritual screening
6. The Church Secretary must be gifted in areas of Administration as he will be in charge of administrative aspects of the Church
7. The position of the Church Secretary is not permanent. The postholder shall serve a term of 4 years, which is renewable for a second term of 4 years. Thereafter, the holder of the office shall retire, and the position shall be filled by another candidate
8. The Church Secretary and BOT Secretary will communicate as necessary
9. A person appointed to the position of Church Secretary shall by virtue of that appointment become a member of the EiC, if s/he is not already a member of that body.

ARTICLE 6B: PROCEEDINGS OF THE ELDERS IN COUNCIL

1. The EIC must meet no less than 10 times in any given calendar year.
2. The Church Secretary must call additional emergency meetings of the EIC if requested to do so by at least 12 members of the EIC
3. The Church Pastor will act as the Chairperson of the EIC shall chair meetings of the EIC
4. A quorum is formed when at least 18 members are present at the time the decision is purported to be made
5. Decision making is by voting, with a majority of two thirds of votes (at least 12 members out of 18)
6. The Church Secretary must take minutes of each meeting, including decisions made and reasons for such decisions, and circulate such minutes to all members of EIC

ARTICLE 6C: THE CHURCH PASTOR AND THE DEPUTY CHURCH PASTOR

1. The position of the Church Pastor shall remain recognized as spiritual head of the church. This is a position that attracts a monthly salary subject to review (performance related) by the BOT
2. The position of Deputy Church Pastor is hereby created.
3. The Deputy Church Pastor will deputise for the Church Pastor in his absence and report to the Church Pastor
4. This position of Deputy Church Pastor does not attract monthly salary (subject to review by the BOT and EIC)
5. The Church Pastor shall report to the BOT
6. The Church Pastor and Deputy Church Pastor have responsibilities as highlighted in the Tasks or Job Description agreed by the BOT and EIC
7. Appointment to the role of Deputy Church Pastor does not automatically make the incumbent a member of the EIC, unless he is already a member of the EIC
8. The Church Pastor and the Deputy shall exercise spiritual responsibility in accordance with the Charity's mission, objects and values as stated by the Charity and approved by the BOT.
9. The Church Pastor shall not be a member of the BOT
10. The remaining functions of the Church Pastor, outside of his spiritual leadership role, shall be determined by the BOT and EIC and may be varied by them from time to time.

ARTICLE 6D: THE ELDERS IN COUNCIL AND BOT

1. The working relationship between the EIC and the BOT is defined as follows -
 - a. The BOT will be responsible and accountable for all strategic, administrative and legal decisions made on behalf of the organisation. These include decisions affecting the Memorandum and Articles of the Charity

- b The BOT will define and set the short, medium and long-term goals and objectives for the Charity.
 - c All decisions that affect the actualisation of charitable objects of the organisation will be made by the BOT. All or any of these decisions may be delegated to a sub-committee of the BOT so long as such delegation does not contravene the provisions of the Memorandum and Articles.
 - d. The BOT may request spiritual guidance from the EiC regarding any decision for which the body deems such guidance necessary.
2. The EiC will be responsible and accountable for all spiritual matters within the Church. Such matters include ordinations, spiritual appointments and pastoral services.
3. The EiC will apply established due processes in reaching these decisions

ARTICLE 6E: THE PASTORATE

- 1 The group called Pastorate is hereby created
2. The Pastorate shall consist of men and women who are dynamic, articulate, vibrant and well versed in the Word of God and live a life meeting the requirements of the Bible
- 3 The body shall consist of the Pastor-in-Charge, the Deputy Pastor and 7 other members, preferably also Pastors in the church.
4. The Pastor-in-Charge shall coordinate the Team and specific unit portfolios shall be assigned to the Deputy Pastor and other members of the Pastorate
5. Nomination into Pastorate shall be made by the EiC, BOT and Head of Units
- 6 The role of the pastorate shall be to drive the Church forward with the Word of God and Prayer Ministration
7. Additional responsibilities of the Pastorate shall be defined by the EiC and BOT

ARTICLE 7: SELECTION OF CHURCH PASTOR

1. The Church Pastor shall be appointed by the sitting of EiC and BOT, based on the agreed criteria between these two bodies.

Some of the Person Specifications for the positions of Church Pastor are:

- i. Must be at least 35 years of age
- ii Must be willing to take on the role on a full time basis
- iii. Must have DBS Clearance

- iv Ideally have attended or be prepared to attend a recognised Theology or Pastoral school to attain the relevant qualifications
- v Must be spiritually gifted
- vi. Must be a financially committed member
- vii Must have seven years working and/or leadership experience in a church environment.
- viii. Must be a fully-fledged and active member of the Church for at least 5 years
- ix. Must comply with the principles and guidelines explicated in the book of 1st Timothy Chapter 3.

The Church Pastor is a member of the EIC regardless of age.

2 Selection Process

a. The sitting of the BOT and EIC shall nominate candidates for Church Pastor. The BOT and EIC shall consult with members of the Departments, Units and-Bands they represent prior to the meeting on the choice of nominees

b The sitting of BOT and EIC shall carry out an Administrative and Spiritual Screening of the nominees by matching nominees against pre-determined criteria and skills requirements. They may choose to interview nominees as part of the Administrative Screening process

c The sitting of the BOT and EIC will select nominees by voting in accordance to standard procedure used during meetings.

d Successful nominees from the Selection process shall be subject to Disclosure and Barring Service (DBS) in accordance with the Regulations of the Charity Commission

e. Once the process is completed, the appointed candidate will be notified and announced to the Church

f. The BOT and the EIC will then meet with the successful candidate to discuss the spiritual and strategic vision and direction of the Church

3. The aim will be that, the whole process of selecting new Church Pastor should take no more than 3 months from start to finish During the transition period, one of the members will be appointed by the EIC from the Pastorate as "Interim Pastor". The "Interim Pastor" may be one of the candidates for the position and will not be remunerated at this stage

4. The Deputy Pastor does not have an automatic right to assume the substantive position of Church Pastor, unless he is the successful candidate during the selection process.

ARTICLE 8: POWERS OF THE BOARD OF TRUSTEES

1 The Trustees must manage the business of the Charity and have the following powers in order to further the Objects (but not for any other purpose):

a. To raise funds and to invite and receive contributions from any persons whatsoever by way of loan, subscription, donation and otherwise; provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to all relevant statutory regulations

b To purchase, lease, hire, exchange or otherwise acquire any land, buildings, furniture, equipment or other property or interest in property and to alter, improve, develop, redevelop and (subject to such consents as may be required by law) to sell, resell, let, underlet, charge, assign, or otherwise dispose of or deal with the same In exercising this power, the Trustees must comply as appropriate with sections 36 and 37 of the Charities Act 1993.

c To borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed The Trustees must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if they intend to mortgage land.

d. To co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them

e. To establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects

f To acquire, merge with or enter into any partnership or joint venture arrangement with any other Charity formed for any of the Objects

g To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.

h To obtain and pay for such goods and services as are necessary for carrying out the work of the Charity. To make donations to any Christian worker who is engaged in such work or activity which furthers the Objects or in assisting either directly or indirectly in the same.

i. To set up, administer or support day nurseries, play schools and other educational establishments.

j. To produce, sell or otherwise distribute literature, audio and visual aids, and other media of communication, but not so as to constitute permanent trading on the part of the Charity *except* where it is a direct means of furthering the Objects

k To arrange and provide for or join in arranging and providing for the holding of meetings, lectures, seminars, conferences, training courses, festivals, celebrations and exhibitions.

l To train, equip, commission and support or to assist in the training of, any people who are concerned to achieve the Objects

m To make any grant, gift, or payment for the purpose of or in connection with such training, equipping, commissioning and support

n. To make provision for the accommodation of individuals and groups of individuals in the areas in which it is desired to operate the Charity

o. To insure any asset of the Charity on such terms as the Trustees may think fit and to pay the appropriate premiums and to use any insurance money received in any manner the Trustees think fit whether to restore the asset or not.

p To insure and arrange insurance cover for and to indemnify its Members, servants and voluntary workers from and against all such risks incurred in the proper performance of their duties as may be thought fit.

q To provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity PROVIDED that any such insurance shall not extend to:

1. any claim arising from any act or omission which the Trustees (or the Trustee in question) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or by the Trustee in question) in reckless disregard of whether it was a breach of trust or breach of duty or not,

11. The costs of an unsuccessful defence to a criminal prosecution brought against the Trustees (or against the Trustee in question) in their capacity as Trustees of the Charity

r To invest the moneys of the Charity not immediately required for the furtherance of the Objects in or upon such investments, securities or property as may be thought fit, subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.

s. To undertake, facilitate or support the co-ordination and net-working of other

Christian agencies fulfilling the same or similar objects with the aim of making the most strategic and effective use of resources including personnel, expertise and finance in the same or similar locations or projects

t To make regulations for the management of any property which may be acquired by the Charity

u. To establish where necessary other branches (whether autonomous or not) or otherwise cause the Charity to be duly registered or constituted by law in any country in which it is desired to operate.

v To produce, purchase, sell, exchange or otherwise obtain or dispose of any equipment and materials including but not limited to, literature, audio and visual aids, media of communication, and all other formats for the recording or playing of music, speech or film, but not so as to constitute permanent trading on the part of the Charity *except* where it is a direct means of furthering the Objects

w. To open and operate such bank and other accounts as the Trustees consider necessary and to invest funds and to delegate the management of funds in the same manner and subject to the same conditions as the Trustees of a trust are permitted to do by the Trustee Act 2000.

x. To do all such other lawful things as are necessary for the achievement of the Objects

2 No alteration of this Memorandum and Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees,

3. Any meeting of Trustees at which a quorum of at least 5 members is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees

4 Each appointed Trustee must participate fully in all meetings, ensure confidentiality is maintained at all times, be fully aware of their responsibilities and work towards achieving the responsibilities associated with their portfolios. In addition, they must sign a written agreement to this effect, confirming their presence at the meeting where the decision was made.

5. The liability of the Members is limited

6. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity'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 Charity's debts and liabilities contracted before he or she ceases to a

member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves

7 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other Charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity chosen by the Members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

ARTICLE 9: DISQUALIFICATION AND REMOVAL OF TRUSTEES

1. A Trustee shall cease to hold office if he or she:
 - a Is disqualified for acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
 - b. Ceases to be a member of the Charity,
 - c Becomes an employee of the Charity
 - d Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - e Resigns as a Trustee by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);
 - f Is absent without due notice to the BOT from three consecutive meetings and the Trustees resolve that his or her office be vacated.
 - g Completes the maximum of three 2-year terms (total of 6 years) by the time the next annual general meeting is held Such a Trustee may be re-appointed subject to the provisions of Article 5, Clause 9
 - h Has been found guilty of gross misconduct.

ARTICLE 9A: DISQUALIFICATION AND REMOVAL OF ELDERS IN COUNCIL

1. A member of the Elders in Council shall cease to hold office if he or she
 - a. Ceases to be a member of the Charity;

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- b. Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- c. Resigns from the Elders in Council by notice to the Charity
- d. Is absent without due notice to the Church Secretary from **three** consecutive meetings and the remaining Elders resolve that his or her office be vacated. Absence from ad-hoc or emergency EiC meetings shall not be counted as a absences valid for disqualification from EiC.
- e. Has been found guilty of gross misconduct

**ARTICLE 9B: DISQUALIFICATION AND REMOVAL OF CHURCH
PASTOR/DEPUTY CHURCH PASTOR**

- 1 The Church Pastor/Deputy Church Pastor shall cease to hold office if he or she:
 - a. Ceases to be a member of the Charity,
 - b. Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - c. Resigns from the position by notice to the Charity
 - d. Has been found guilty of gross misconduct.

ARTICLE 10: PROCEEDINGS OF TRUSTEES

- 1. The Trustees may regulate their proceedings as they think fit, subject to the provisions of this Memorandum and Articles.
- 2. The BOT Secretary must call a meeting of the Trustees if requested to do so by at least five (5) Trustees.
- 3. Questions arising at a meeting must be decided by a majority of opinions
- 4. In the case of an equality of opinions, the person who chairs the meeting does not have a second or casting opinion.
- 5. No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made
- 6. The quorum shall be five (5) BOT members

7 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to give an opinion, due to possible conflict of interest.

8. If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting

9 The person appointed as the Chairperson shall chair meetings of the Trustees.

10 If the Chairperson is unwilling to preside or is not present within thirty (30) minutes after the time appointed for the meeting, the Vice Chair shall chair the meeting or if this individual is also absent, the BOT Secretary shall chair the meeting or if this individual is also absent, the Chief Financial Officer shall chair the meeting. In the absence of all aforementioned Trustees, the Trustees present may appoint one of their numbers to chair that meeting

ARTICLE 11: DELEGATION

1 The Trustees may delegate any of their powers or functions to a committee of two or more Trustees or other constituted bodies in the Church, e.g. Elders in Council, but the terms of any such delegation must be recorded in the minute book.

2. The Trustees may impose conditions when delegating, including the conditions that:

- a The relevant powers are to be exercised exclusively by the committee to whom they delegate;
- b. No expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.

3 The Trustees may revoke or alter a delegation

4 All acts and proceedings of any committees must be fully and promptly reported to the Trustees

ARTICLE 12: PROCEEDINGS AND NOTICES

1. Subject to sub-clause (3) of this Article, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee

- a. Who was disqualified from holding office;
- b Who had previously retired or who had been obliged by the Memorandum and Articles to vacate office;

- c. Who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise.
2. If without the opinion of that Trustee; and that Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting
3. Sub-clause (1) of this Article does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if the resolution would otherwise have been void.
4. No resolution or act of the Trustee, any committee of the Trustees, the Charity in general meetings shall be invalidated by reason of the failure to give notice to any Trustee or member or by reason of any procedural defect in the meeting unless it is shown that the failure or defect has materially prejudiced a member or the beneficiaries of the Charity.
- 5 Any notice required by this Memorandum and Articles to be given to or by any person must be.
- a. In writing, or
 - b. b. Given using electronic communications
6. The Charity may give any notice to a member either
- a Personally; or
 - b. By sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - c. By leaving it at the address of the member, or
 - d. By giving it using electronic communications to the member's address
7. A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.
8. A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 9 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given
10. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given
- 11 A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent.

12 A point of order may be raised if the rules appear to have been broken. This may interrupt a speaker during debate, or anything else if the breach of the rules warrants it. The point is resolved before business continues.

12a This point of order calls upon the chair to make a ruling. The motion sometimes can be used to ask a question of information or a question of procedure. The Chair may rule on the point of order or submit it to the judgment of the AGM/SGM. If the chair accepts the point of order, it is said to be *sustained* or ruled *well-taken*. If not, it is said to be *overruled* or ruled *not well-taken*.

ARTICLE 13: RETURNS, ACCOUNTS & REGISTERED PARTICULARS

1 The Trustees must comply with their obligations under the Charities Act 1993 with regard to

- a. The keeping of accounting records for the Charity,
- b. The preparation of annual statements of account for the Charity;
- c. The transmission of the statements of account to the Charity Commission,
- d. The preparation of an annual report and its transmission to the Commission;
- e. The preparation of an annual return and its transmission to the Commission.
- f. The report to Company's House and HM Revenue & Customs

2 Accounts must be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Commission, unless the Trustees are required to prepare accounts in accordance with the provisions of such a Statement prepared by another body.

3 The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

4. Regarding Church signatories

- a. All cheques, promissory notes, bills of exchange, drafts, other negotiable instruments, receipts for moneys paid to the Charity and other legal documents shall be signed, endorsed, accepted or drawn or otherwise executed as the case may be by three Trustees appointed by the BOT to act on behalf of the Charity in such capacity.
- b. One of the signatories must be the Chair of the BOT and the CFO, in the absence of the Chair or in the event that the Chair is unable to perform such tasks and the delay of signing such instruments would prove detrimental to the Charity, the Vice Chair will have the duty of signing the cheques.
- c. Two additional members from the Church with good standing and financial accountability shall be included in the list of non-BOT signatories for cheques.
- d. The list of signatories must be a maximum of five.
- e. The list of approved signatories must be attached to the Church Structure and kept with Finance and the Church Secretariat.

5. The list must be updated with the Charity's bankers within fourteen (14) days of such changes

ARTICLE 14: PROPERTY

1. The Trustees must ensure the title to.
 - a. all land held by or in trust for the Charity, is not vested in the Official Custodian of Charities, and
 - b. all investments held by or on behalf of the Charity, must be held in the name of the Charity
2. The Trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of the Charity (except those buildings that are required to be kept in repair and insured by a tenant) They must also insure suitably in respect of public liability and employer's liability.

ARTICLE 15: AMENDMENTS

1. The Charity may amend any provision contained in this Memorandum and Articles provided that.
 - a. No amendment may be made that would have the effect of making the Charity cease to be a Charity at law,
 - b. No amendment may be made to alter the Objects if the change would not be within the reasonable contemplation of the Members of or donors to the Charity;
 - c. No amendment may be made to the Objects without the prior written consent of the Commission,
 - d. Any resolution to amend any provision of this Memorandum and Articles is passed by not less than two thirds of the Members present and voting at a general meeting.
2. A copy of any resolution amending this Memorandum and Articles shall be sent to the Charity Commission within twenty-one days of it being passed.

ARTICLE 16: BY-LAWS AND RULES

1. The Trustees may from time to time make rules or by-laws for the conduct of their business.
2. The by-laws may regulate the following matters but are not restricted to them:
 - a. The admission of Members of the Charity and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
 - b. The conduct of Members of the Charity in relation to one another, and to the

Charity's employees and volunteers;

c. The setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes

d. The procedure at general meeting and meetings of the Trustees in so far as such procedure is not regulated by this Memorandum and Articles;

e. The keeping and authenticating of records. (If regulations made under this clause permit records of the Charity to be kept in electronic form and requires a Trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated.)

f. Generally, all such matters as are commonly the subject matter of the rules of an Incorporated Charity.

3 The Charity in general meeting has the power to alter, add to or repeal the rules or bye-laws.

4 The Trustees must adopt such means as they think sufficient to bring the rules and bye-laws to the notice of Members of the Charity.

5. The rules or bye-laws shall be binding on all Members of the Charity. No rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, this Memorandum and Articles.

6. The BOT Secretary must make the by-laws available to members upon request

ARTICLE 17: DISCIPLINE WITHIN THE CHURCH

The disciplinary process will be followed as outlined in the Disciplinary Schedule which is detailed in the current version of the Church Manual

ARTICLE 18: DISSOLUTION

1 If the Members resolve to dissolve the Charity, the Trustees will remain in office as Charity Trustees and be responsible for winding up the affairs of the Charity in accordance with this clause

2 The Trustees must collect in all the assets of the Charity

3 The Trustees must apply any remaining property or money

a. Directly for the Objects;

b By transfer to any Charity or charities for purposes the same as or similar to the Charity,

c In such other manner as the Charity Commission for England and Wales ("the Commission") may approve in writing in advance.

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- 4 The Members may pass a resolution before or at the same time as the resolution to dissolve the Charity specifying the manner in which the Trustees are to apply the remaining property or assets of the Charity and the Trustees must comply with the resolution if it is consistent with paragraphs (a)–(c) inclusive in sub-clause (3) above
5. Under no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity (except to a member that is itself a Charity).
- 6 The Trustees must notify the Commission promptly that the Charity has been dissolved. If the Trustees are obliged to send the Charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Charity's final accounts

NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS

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LIST OF ABBREVIATIONS

AGM	Annual General Meeting
BOT	Board of Trustees
DBS	Disclosure and Barring Service
EIC	Elders in Council
SGM	Special General Meeting



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CONSTITUTION REVIEW SHEET

Revision	Description of Revision and Writer	Doc Owner	Release Date

Constitution amendments October 2012

Current Wording	Adopted amendment	Comments
<p>INTRODUCTION Adoption of the Memorandum and Articles</p> <p>The Charity and its property will be administered and managed in accordance with the provisions of this Memorandum and Articles of Association</p> <p>This Memorandum and Articles was adopted on 21 June 2008 (and amended on 4 July 2009)</p> <p>The Church shall be self-governing, independent, and autonomous, directed in all spiritual matters by the will of God as divinely revealed to her leaders and Members</p> <p>The Church will be subject to the control of no other ecclesiastical organisation The Church is voluntarily affiliated with, but not governed by and will support insofar as is practical, various Cherubim and Seraphim organisations and any other Christian or charitable organisation which the Church may choose (worldwide)</p>	<p>This Memorandum and Articles was adopted on 07 July 2013</p>	

<p>Preamble</p> <p>Whereas we believe in, hold the Holy Bible, consisting of the sixty-six books of the Old and New Testaments to be the inerrant written Word of God, and</p> <p>Whereas we believe in the only true and living God, the Holy Trinity of Divine Persons, in perfect unity, Father, Son and Holy Spirit, each of which is co-equal and co-eternal, and sovereign in creation, providence and redemption, and</p> <p>Whereas the Word of God requires that we submit to the authority of God through the leaders whom He has appointed, and</p> <p>Whereas in conjunction with the leaders whom God has appointed, we have agreed to adopt a formal governing document in accordance with our mutually accepted tenets of faith,</p> <p>Therefore, we declare, establish and voluntarily submit ourselves to the provisions within this document (hereinafter known as "the Memorandum and Articles of Association"), which is written to preserve and perpetuate the principles of our common Christian faith and to govern this body in an orderly and</p> <p>biblical manner The contents of this document will preserve the rights of this body to accomplish its God-given purpose</p>		
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The Article amends and replaces any previous documents and becomes the governing document of the Charity		
<p>Our Covenant</p> <p>Being united in the faith that God created the heavens and earth (Genesis 1 1), that Jesus Christ is the Son of God (Matthew 3 17), and that the Holy Spirit is sent of God to mankind (John 14 15 - 17), we, the Members of The New Covenant Cherubim and Seraphim Movement Church, do solemnly and joyfully make this Covenant together</p>		
<p>We will dedicate ourselves to fulfilling the GREAT COMMISSION Jesus Christ placed upon His Church (Matthew 28 18 – 20) We will love and encourage each other in the Body of Christ and admonish each other as occasion may require</p> <p>Our differences will not separate us but rather increase our understanding and strengthen the bonds of Christian love</p> <p>We will be faithful stewards, as God has prospered us, contributing our financial, moral and physical support for the Church and its ministries and offering ourselves for God's work in the world</p>		
<p>We will strive to live according to every word of God (Matthew 4 4), being examples to our brethren in the Church and our fellow citizens in the world of whatever race, colour, creed, or faith, being</p>		

<p>"subject to the powers that be" in our lands insofar as the laws of human governments do not conflict with the Divinely revealed laws of God (Acts 5 29)</p> <p>We will maintain family and private devotions, biblically educate our children, seek the salvation of our kindred and acquaintances, walk circumspectly in the world, be just in our dealings, faithful in our engagements, and exemplary in our deportment and be zealous in our efforts to advance the kingdom of our Saviour Jesus Christ</p> <p>In the spirit of this Covenant, we pray together that the Almighty God will assist us to carry out the words of this covenant</p>		
<p>THE COMPANIES ACT 1985 & 2006 COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL MEMORANDUM OF ASSOCIATION OF NEW COVENANT CHERUBIM & SERAPHIM MOVEMENT CHURCH</p>		
<p>1 The name of the Company is NEW COVENANT CHERUBIM AND SERAPHIM MOVEMENT CHURCH</p>		
<p>2 The Charity's Registered Office is to be situated in England</p>		

<p>3 The Charity's Objects ("the Objects") are -</p> <p>a) The advancement of the Christian religion (Mark 16 15, Matthew 28 18 – 20),</p> <p>b) The relief of hardship by the provision of support and other services either directly or by the provision of support for other organisations engaged in such relief, and</p> <p>c) The advancement of education of the general public by the provision of training for example, information technology, youth development, mentoring and other disciplines</p>		
<p>4</p> <p>1 In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose)</p> <p>a To raise funds and to invite and receive contributions from any persons whatsoever by way of loan, subscription, donation and otherwise, provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to all relevant statutory regulations</p> <p>b To purchase, lease, hire, exchange or otherwise acquire any land, buildings, furniture, equipment or other property or interest in property and to alter, improve, develop, redevelop and (subject to such consents as may be required by law) to sell, resell, let, underlet, charge, assign, or</p>		

<p>otherwise dispose of or deal with the same In exercising this power, the Trustees / Directors must comply as appropriate with sections 36 and 37 of the Charities Act 1993</p>		
<p>c To borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed The Trustees must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if they intend to mortgage land</p> <p>d. To co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them</p> <p>e To establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects,</p> <p>f To acquire, merge with or enter into any partnership or joint venture arrangement with any other Charity formed for any of the Objects,</p> <p>g To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves</p> <p>h To obtain and pay for such goods and services as are necessary for carrying out the work of the Charity To make donations to any Christian worker who is engaged in such work or activity which furthers the Objects or in assisting either</p>		

directly or indirectly in the same		
<p>l To set up, administer or support day nurseries, play schools and other educational establishments</p>		
<p>j To produce, sell or otherwise distribute literature, audio and visual aids, and other media of communication, but not so as to constitute permanent trading on the part of the Charity <i>except</i> where it is a direct means of furthering the Objects</p> <p>k To arrange and provide for or join in arranging and providing for the holding of meetings, lectures, seminars, conferences, training courses, festivals, celebrations and exhibitions</p> <p>l To train, equip, commission and support or to assist in the training of, any people who are concerned to achieve the Objects</p>		
<p>m To make any grant, gift, or payment for the purpose of or in connection with such training, equipping, commissioning and support</p> <p>n To make provision for the accommodation of individuals and groups of individuals in the areas in which it is desired to operate the Charity</p> <p>o To insure any asset of the Charity on such terms as the Trustees may think fit and to pay the appropriate premiums and to use any insurance money received in any manner the Trustees think fit whether to</p>		

<p>restore the asset or not</p>		
<p>p To insure and arrange insurance cover for and to indemnify its Members, servants and voluntary workers from and against all such risks incurred in the proper performance of their duties as may be thought fit</p> <p>q To provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity PROVIDED that any such insurance shall not extend to</p> <p>r any claim arising from any act or omission which the Trustees (or the Trustee in question) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or by the Trustee in question) in reckless disregard of whether it was a breach of trust or breach of duty or not,</p>		
<p>ii The costs of an unsuccessful defence to a criminal prosecution brought against the Trustees (or against the Trustee in question) in their capacity as Trustees of the Charity</p> <p>r To invest the moneys of the Charity not immediately required for the furtherance of the Objects in or upon such investments, securities or property as may be thought fit, subject to such conditions (if any) and such consents (if any)</p>		

as may for the time being be imposed or required by law		
<p>s To undertake, facilitate or support the co-ordination and net-working of other Christian agencies fulfilling the same or similar objects with the aim of making the most strategic and effective use of resources including personnel, expertise and finance in the same or similar locations or projects</p> <p>t To make regulations for the management of any property which may be acquired by the Charity</p> <p>u To establish where necessary other branches (whether autonomous or not) or otherwise cause the Charity to be duly registered or constituted by law in any country in which it is desired to operate</p>		
<p>v To produce, purchase, sell, exchange or otherwise obtain or dispose of any equipment and materials including but not limited to, literature, audio and visual aids, media of communication, and all other formats for the recording or playing of music, speech or film, but not so as to constitute permanent trading on the part of the Charity <i>except</i> where it is a direct means of furthering the Objects</p> <p>w To open and operate such bank and other accounts as the Trustees consider necessary and to invest funds and to delegate the management of funds in the same manner and subject to the same</p>		

conditions as the Trustees of a trust are permitted to do by the Trustee Act 2000 x To do all such other lawful things as are necessary for the achievement of the Objects		
2. No alteration of this Memorandum and Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees,		
3 The liability of the Members is limited		
4 Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity'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 Charity's debts and liabilities contracted before he or she ceases to a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves		
5 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other Charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property		

<p>to an extent at least as great as is imposed on the Charity chosen by the Members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object</p>		
<p>6 (1) The income and property of the Charity shall be applied solely towards the promotion of the Objects (2) A Trustee may pay out of, or be reimbursed from, the property of the Charity reasonable expenses properly incurred by him or her when acting on behalf of the Charity (3) Nothing herein shall prevent any payment in good faith by the Charity of interest on money lent by any member of the Charity or Trustee at a reasonable and proper rate per annum not exceeding 1% less than the published base lending rate of a clearing bank to be selected by the BOT</p>		
<p>(4) 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 A member who is not also a Trustee from receiving reasonable and proper remuneration for any goods or services supplied to the Charity,</p>		

<p>b A Trustee from</p> <p>i Buying goods or services from the Charity upon the same terms as other Members or Members of the public,</p> <p>ii Receiving a benefit from the Charity in the capacity of a beneficiary of the Charity, provided that the Trustees comply with the provisions of sub-clause (6) below, or as a member of the Charity and upon the same terms as other Members,</p>		
<p>c the purchase of indemnity insurance for the Trustees against any liability that by virtue of any rule of law would otherwise attach to a Trustee or other officer in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Charity but excluding</p> <p>i Fines,</p> <p>ii Costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer,</p> <p>iii Liabilities to the Charity that result from conduct that the Trustee or other officer knew or ought to have known was not in the best interests of the Charity or in respect of which the person concerned did not care whether that conduct was in the best interests of the Charity or not</p>		
<p>(5) No Trustee may be paid or receive any</p>		

other benefit for being a Trustee		
<p>(6) A Trustee may</p> <ul style="list-style-type: none"> a Sell goods, services or any interest in land to the Charity, b Be employed by or receive any remuneration from the Charity, c Receive any other financial benefit from the Charity, if <ul style="list-style-type: none"> i He or she is not prevented from so doing by sub-clause (5), and ii The benefit is permitted by sub-clause (2), or iii The benefit is authorised by the Trustees in accordance with the conditions in sub-clause (7) 		
<p>(7) If it is proposed that a Trustee should receive a benefit from the Charity that is not already permitted under sub-clause (2), he or she must</p> <ul style="list-style-type: none"> a Declare his or her interest in the proposal, b Be absent from that part of any meeting at which the proposal is discussed and take no part in any discussion of it, c Not be counted in determining whether the meeting is quorate, d Not vote on the proposal 		
<p>(8) In cases covered by sub-clause (6), those Trustees who do not stand to receive the proposed benefit must be satisfied that it is in the interests of the Charity to contract with or employ that Trustee rather than with someone who is not a Trustee and they must record the reason</p>		

<p>for their decision in the minutes. In reaching that decision, the Trustees must balance the advantage of contracting with or employing a Trustee against the disadvantage of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest)</p>		
<p>a The Trustees may only authorise a transaction falling within paragraphs 6(a)– (c) if the Trustee body comprises a majority of Trustees who have not received any such benefit b If the Trustees fail to follow this procedure, the resolution to confer a benefit upon the Trustee will be void and the Trustee must repay to the Charity the value of any benefit received by the Trustee from the Charity</p>		
<p>9 A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest) and take no part in the voting upon the matter</p>		
<p>10 In this clause, a "Trustee" shall include any person, firm or company connected with the Trustee</p>		
<p>We, the persons whose names and addresses</p>		

are written below, wish to be formed into a company under this Memorandum of Association		
NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS		

<p>THE COMPANIES ACT 1985 & 2006 COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL ARTICLES OF ASSOCIATION OF NEW COVENANT CHERUBIM & SERAPHIM MOVEMENT CHURCH</p>		
<p>1. INTERPRETATION In these articles All references to "the Charity", "the Church", or "the Company" means the New Covenant Cherubim and Seraphim Movement Church, "The BOT" (the BOT) means the management board of the Charity and Trustee has a corresponding meaning</p>		
<p>"Church member" means an individual admitted to Membership of the Charity in accordance with Article 5 "AGM" means the Annual General Meeting of the Church "SGM" means the Special General Meeting of the Church "The 1985 Act" means the Companies Act 1985, "The 2006 Act" means the Companies Act 2006,</p>		
<p>"The Charities Act" means the Charities Act 1992, 1993 and 2006 including any statutory modification or re-enactment thereof for the time being in force,</p>		

<p>"The Articles" means these Articles of Association of the Charity.</p>		
<p>"Clear days" in relation to the period of a 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. "Executed" includes any mode of execution. "The Memorandum" means the Memorandum of Association of the Charity. "Office" means the registered office of the Charity. "The seal" means the common seal of the Charity if it has one. "Secretary" means the Secretary of the Charity or any other person appointed to perform the duties of the Secretary of the Charity, including a joint, assistant or deputy secretary.</p>	<p>"BOT Secretary" means the Secretary of the Charity or any other person appointed to perform the duties of the Secretary of the Charity, including a joint, assistant or deputy BOT Secretary. "Church Secretary" means the person appointed by the Church to manage the administrative aspects of the Church or any other person appointed to perform the duties of the Church Secretary, including a joint, Assistant or Deputy Church Secretary</p>	
<p>"the Trustees" means the directors of the Charity (and "Trustee" has a corresponding meaning), as defined by Section 97 of the Charities Act 1993 "the United Kingdom" means Great Britain</p>		

and Northern Ireland. Words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural and vice versa where the context so permits		
Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act		
Article 1: Membership The Church is open to everyone seeking to experience the presence of God in his or her life 1 Membership is open to any individual who has completed the Membership induction programme consisting of New Induction lessons, baptism by immersion and confirmation (that is the rank of Prayers) The participation in the above Membership induction commits such a person to furthering the Objects of the Charity and honouring their financial commitments (including, but not limited to tithes as laid down in the Holy Bible)		
2 Membership can also be through registration at the Church Secretariat subject to acceptance by the Trustees 3 For individuals joining under the age of 16, the consent of the individual's parent or legal guardian will be sought prior to attaining Membership		

4 For children of Members, Membership by association applies to the child until he or she undergoes baptism by immersion		
5 The BOT may refuse Membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to do so a The BOT must inform the individual of the reasons for the refusal within twentyone (21) days of the decision b The BOT must consider any written representations the individual may make about the decision The Trustees' decision following any written representations must be notified to the applicant in writing but shall be final		
6 Membership is not transferable to anyone else		
The Charity must keep a register of names and addresses of the Members which may be made available to relevant authorities upon request, subject to the Data Protection Act 1998 This Register will be regularly reviewed by the Secretariat		
8 All Members are encouraged to a Attend regularly at public worship, including the Ordinance of the Lord's Supper, which shall be observed by the Church b Use their gifts in the service of Christ and		

<p>His Church</p> <p>c Maintain the spirit of Christian love and unity</p> <p>d Contribute systematically to the Church's finances as the Lord has prospered them</p> <p>e Show evidence of their Christian character in all things</p> <p>f Share in the fulfillment of the Lord's Commission in Matt 28 19,20</p>		
<p>9 All matters private to the Church shall be treated by the Members as strictly confidential</p>		
<p>Article 2: Termination of Membership</p> <p>Membership of the Charity is terminated if</p> <p>1 The member dies,</p> <p>2 The member resigns by written notice to the Charity unless, after the resignation, there would be less than two Members,</p> <p>3 Not less than two-thirds of the Trustees present at a meeting so resolve The Trustees shall have the right for a good and sufficient reason to terminate the Membership of any member provided that he shall have received 21 clear days notice in writing to his last known address notifying him of the intention to</p> <p>terminate his Membership and the reasons therefore, and that he shall have the right to be heard by the Trustees before any vote is taken.</p>	<p>10 The Church Pastor shall not be a member of the BOT</p>	

<p>Article 3: Meetings</p> <p>1 There shall be two categories of meetings, an Annual General Meeting (AGM) and a Special General Meeting (SGM)</p> <p>2 The Charity shall hold an AGM each year in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of one AGM of the Charity and the next AGM The AGM shall be held at such times and places as the Trustees shall appoint All other meetings other than the AGM shall be called SGMs</p>		
<p>3 The minimum period of notice required to hold an AGM of the Charity is fourteen (14) clear days from the date on which the notice is deemed to have been given A SGM may be called by shorter notice, in writing, by at least twenty one (21) Members</p>	<p>3 A SGM may be called by shorter notice, in writing, by at least twenty-five (25) Members</p>	
<p>4 The meeting notice must by accepted means of communication, specify the date, time and place of the meeting and the general nature of the business to be transacted in writing If the meeting is to be an AGM, the notice must say so The notice must be given and/or sent to all the Members and to the BOT</p>		
<p>5 The BOT may call a SGM at any time</p>		

6 The BOT must call a SGM if requested to do so in writing by at least twenty one (21) Members. The request must state the nature of the business that is to be discussed. If the Trustees fail to hold the meeting within six (6) weeks of the request, the Members may proceed to call a SGM but in doing so they must comply with the provisions of this Memorandum and Articles	6 The BOT must call a SGM if requested to do so in writing by at least twenty five (25) Members. The request must state the nature of the business that is to be discussed. If the Trustees fail to hold the meeting within six (6) weeks of the request, the Members may proceed to call a SGM but in doing so they must comply with the provisions of this Memorandum and Articles	
7 No business shall be transacted at any general meeting unless a quorum is present. A quorum will be 25 Members entitled to vote upon the business to be conducted at the time of the meeting	7 No business shall be transacted at any general meeting unless a quorum is present. A quorum will be 25 Members entitled to vote upon the business to be conducted at the time of the meeting	
8 If a quorum is not formed within an hour from the time appointed for the meeting, the meeting shall be adjourned to such time and place as the Trustees shall determine. The Trustees must re-convene such a meeting and must give at least seven clear days' notice of the re-convened meeting stating the date, time and place of the meeting		
a If no quorum is formed at the re-convened meeting within thirty (30) minutes of the time specified for the start of the meeting the Members present at that time shall constitute the quorum for that meeting		
9 All meetings shall be chaired by the person who has been appointed as		

<p>Chairperson who is the Chair of the BOT</p> <p>a If the Chairperson is unwilling to preside or is not present within thirty (30) minutes after the time appointed for the meeting, the Vice Chair shall chair the meeting or if this individual is also absent, the Secretary the shall chair the meeting or if this individual is also absent, the Chief Financial Officer shall chair the meeting In the absence of all aforementioned Trustees, the Trustees present may appoint one of their numbers to chair that meeting</p> <p>b If no Trustee is willing to act as Chair, or if no Trustee is present within thirty (30) minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be Chair Such an appointed Chairperson shall not assume Membership of the Trustees as a result of the nomination or duties performed at that meeting</p>		
<p>10 The Members present at a meeting may resolve that the meeting shall be adjourned The person who is chairing the meeting must decide the date, time and place at which the meeting is to be re-convened, unless those details are specified in the resolution</p>		
<p>11 Each member at any General Meeting shall have one vote The person who</p>		

<p>is chairing the meeting does not have a casting vote in addition to any other vote he or she may have</p>		
<p>12. 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</p> <p>a By the Chair, or</p> <p>b By at least two Members having the right to vote at the meeting, or</p> <p>c 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</p>		
<p>13. Unless a poll is duly demanded, a declaration by the Chair that a resolution has been carried or carried unanimously, or by a majority, or lost, or not carried by a 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</p>		
<p>14. 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</p>		

was made		
<p>15 The Charity acting through the Church Secretary must keep a record of the following meetings</p> <ul style="list-style-type: none"> a appointments of Trustees, b proceedings at meetings of the Charity, and c meetings of the Trustees and committees of Trustees including <ul style="list-style-type: none"> i the names of the Trustees present at the meeting, ii the decisions made at the meetings, and where appropriate, and iii the reasons for the decisions 	<p>15 The Charity acting through the BOT Secretary must keep a record of the following meetings</p> <ul style="list-style-type: none"> a appointments of Trustees, b proceedings at meetings of the Charity, and c meetings of the Trustees and committees of Trustees including <ul style="list-style-type: none"> i the names of the Trustees present at the meeting, ii the decisions made at the meetings, and where appropriate, and iii the reasons for the decisions 	
<p>16 The Church Secretary should publish and circulate to all Members within fourteen (14) days of any such meetings</p> <ul style="list-style-type: none"> a The minutes of the AGM/SGM, and b Appointments of Officers and Trustees 	<p>16 The BOT Secretary should publish and circulate to all Members within fourteen (14) days of any such meetings</p> <ul style="list-style-type: none"> a The minutes of the AGM/SGM, and b Appointments of Officers and Trustees 	
<p>Article 4: The Board of Trustees (the BOT)</p> <p>1 The Charity and its property shall be managed and administered by the BOT as appointed in accordance with this Memorandum and Article</p>		

<p>2 The Charity shall have the following Trustees</p> <ul style="list-style-type: none"> • The Chair • The Vice Chair • Church Secretary • Chief Financial Officer • Church Pastor • All other Trustees who are appointed at the AGM 	<p>2 The Charity shall have the following Trustees</p> <ul style="list-style-type: none"> • The Chair • The Vice Chair • BOT Secretary • Chief Financial Officer • All other Trustees who are appointed at the AGM 	
<p>3 The position of Vice Chair is hereby created The Trustees shall appoint one amongst them as Vice Chair to act as chair in the absence of the chairperson</p>	<p>3 The Trustees shall appoint one amongst them as Vice Chair to act as chair in the absence of the chairperson</p>	
<p>4 A Trustee must be a member of the Charity</p>		
<p>5 No one may be nominated or appointed a Trustee if he or she would be disqualified from acting under the provisions of Article 9</p>		
<p>6 The number of Trustees shall be not less than three (3) and shall not be more than nine (9)</p>	<p>6 The number of Trustees shall be not less than seven (7) and shall not be more than nine (9)</p>	
<p>7 A Trustee may not appoint anyone to act on his or her behalf at meetings of the Trustees</p>		
<p>Article 5: The Appointment of Trustees</p> <p>1 Prior to the AGM/SGM, a seven-member Selection Panel shall be set up by the BOT based on agreed criteria, to manage the</p>		

<p>appointment of Trustees</p>		
<p>2 There shall be a joint meeting of all Heads of Department, Bands Executives, the BOT and other stakeholders as determined by the BOT, to nominate candidates for membership of the BOT The Heads of Department and Bands Executives shall consult with members of the Departments, Units and Bands they represent prior to the meeting on the choice of nominees The Trustees to be nominated are Chair, Church Secretary and Chief Financial Officer and other Trustees as may be required from time to time</p>	<p>2 There shall be a joint meeting of all Elders in Council, Bands Executives, the BOT and other stakeholders to nominate candidates for membership of the BOT The Bands Executives shall consult with members of the Bands they represent prior to the meeting on the choice of nominees The Trustees to be nominated are Chair, BOT Secretary and Chief Financial Officer and other Trustees</p>	
<p>3 Nominees must be Members of the Church who are at least 25 years old and have been members for five years They must also be financially committed members of the Church as evidenced for example by tithe contributions</p>	<p>3 Nominees must be members of the Church who are at least 25 years old and have been members for five years They must also be financially committed members of the Church 4 Candidates who have previously served as Trustees of the Church are not allowed to apply for the position of Trustee for two years following the end of their term as Trustee</p>	
<p>4 The Selection Panel shall carry out an Administrative Screening of these nominees by matching nominees against pre-determined criteria and skills requirements set by the BOT The Panel may choose to interview nominees as part of the Administrative Screening process</p>	<p>5 The Selection Panel shall carry out an Administrative and Spiritual Screening of these nominees by matching nominees against pre-determined criteria and skills requirements set by the BOT and selected members of the Elders in Council The Panel may choose to interview nominees as part of the Administrative Screening process</p>	

5 Successful nominees from the Administrative Screening shall then be subject to a Spiritual Screening process.		
6 Successful nominees from the Spiritual Screening shall be subject to Criminal Records Bureau Clearance (CRB) in accordance with the Regulations of the Charity Commission	6 Successful nominees from the selection process shall be subject to Disclosure Barring Service (DBS) in accordance with the Regulations of the Charity Commission	
7 The names of successful new members of the BOT who have both Spiritual and CRB clearance shall be announced after which they shall commence work		
8 Subject to Article 4 clause 5 the position of Chair, Church Secretary and Chief Financial Officer shall be filled at the same time of the AGM	8 Subject to Article 4 clause 5 the position of Chair, BOT Secretary and Chief Financial Officer shall be filled at the same time of the AGM	
9 One third of the Trustees shall retire with effect from the conclusion of the AGM next after his or her tenure reaches the 2-year time mark but shall be eligible for re-nomination or appointment for a further 2-year term at that AGM After expiration of the 3 terms, such Trustee shall retire		
10 For the purposes of the SGM immediately following the adoption of this Memorandum and Articles, all Trustees shall retire, save the Chairman and the Secretary The said officers shall be the first candidates for retirement at the next AGM, in which appointment is due	10 For the purposes of the SGM immediately following the adoption of this Memorandum and Articles, all Trustees shall retire, save the Chairman and the BOT Secretary The said officers shall be the first candidates for retirement at the next AGM, in which appointment is due	

11 Clause 9 would be without prejudice to the powers of the AGM to re-appoint a Trustee for exceptional qualities Any such re-appointed Trustee shall be subjected to a renewal of mandate at every subsequent annual general meeting		
12 The appointment of a Trustee must not cause the number of Trustees to exceed any number fixed in accordance with this Memorandum and Articles (Article 4, Clause 6) as the maximum number of Trustees		
10 Should any of the appointed Trustees (Chairperson, Secretary or Chief Financial Officer) leave office either by resignation or any form of disqualification prior to the completion of any of their terms, the BOT will appoint an interim post holder until another substantive person is appointed at the next convened AGM/SGM	13 In such event that any of the appointed Trustees (Chairperson, BOT Secretary or Chief Financial Officer) leave office either by resignation or any form of disqualification prior to the completion of any of their terms, a SGM shall be called to replace the Trustee by voting by members entitled to do so The candidates for selection must hold a valid DBS Certificate at the time of the SGM	
Article 6: The Church Pastor and the Board of Trustees 1 The position of the Church Pastor shall remain recognised as the Spiritual Head of the Church This is a position that attracts a monthly salary	ARTICLE 6A: THE ELDERS IN COUNCIL (EIC) 1 A body called Elders in Council is hereby created, subject to delegated powers from the BOT 2 The EIC shall consist of twenty-four (24) working members, male and female above the age of 50 and who have been a member of the Church for at least 5 years and meet eligibility criteria as determined by the BOT and existing members of the EIC 3 Appointment to the EIC shall be	

	<p>permanent subject to Article 9b</p> <p>4 The EIC shall consist of the following Vice Chair, Church Secretary and other members up to the required total of 24 Elders. The Church Pastor is the 25th member of the EIC</p> <p>5 The Church Secretary shall be the Secretary of the EIC</p> <p>6 The Elders in Council and BOT will meet at bi-monthly Management meetings. Such meetings will be organized by the Monitoring Committee, in accordance with procedures in Church Manual</p> <p>7 In the event that a vacancy occurs in the EIC either by virtue of death, or other occurrences including any of those captured in Article 9A, a Selection Panel of no more than 7 members of the Church shall be constituted by the BOT to fill the vacancy from any suitable elders in the Church</p> <p>8 The EIC Selection process shall mirror the process of selection of the Church Secretary as provided in Article 6 (A) (1) 2-5</p> <p style="text-align: center;">ARTICLE 6A (1): THE CHURCH SECRETARY</p> <p>1 The position of Church Secretary is hereby created</p> <p>2. The Church Secretary shall be appointed by the Church through Nomination, Voting</p>	
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	<p>and by Spiritual Screening</p> <p>3 Nomination of candidates for the position of Church Secretary shall come from the Elders in Council in conjunction with the BOT and from the Stakeholders being heads of various units within the church</p> <p>4 There shall be a screening process to be coordinated by a Selection Committee set up for the purpose of selecting the Church Secretary</p> <p>5 Successful candidates shall then be subjected to spiritual screening</p> <p>6 The Church Secretary must be gifted in areas of Administration as he will be in charge of administrative aspects of the Church</p> <p>7 The position of the Church Secretary is not permanent The postholder shall serve a term of 4 years, which is renewable for a second term of 4 years Thereafter, the holder of the office shall retire, and the position shall be filled by another candidate</p> <p>8 The Church Secretary and BOT Secretary will communicate as necessary</p>	

	<p>9 A person appointed to the position of Church Secretary shall by virtue of that appointment become a member of the EIC, if s/he is not already a member of that body</p> <p>ARTICLE 6B: PROCEEDINGS OF THE ELDERS IN COUNCIL</p> <p>1 The EIC must meet no less than 10 times in any given calendar year</p> <p>2 The Church Secretary must call additional emergency meetings of the EIC if requested to do so by at least 12 members of the EIC</p> <p>3 The Church Pastor will act as the Chairperson of the EIC shall chair meetings of the EIC</p> <p>4 A quorum is formed when at least 18 members are present at the time the decision is purported to be made</p> <p>5 Decision making is by voting, with a majority of two thirds of votes (at least 12 members out of 18)</p> <p>6 The Church Secretary must take minutes of each meeting, including decisions made and reasons for such decisions, and circulate such minutes to all members of EIC</p> <p>ARTICLE 6C: THE CHURCH PASTOR AND THE DEPUTY CHURCH PASTOR</p> <p>1 The position of the Church Pastor shall remain recognized as spiritual head of the</p>	
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	<p>church This is a position that attracts a monthly salary subject to review (performance related) by the BOT</p> <p>2 The position of Deputy Church Pastor is hereby created</p> <p>3 The Deputy Church Pastor will deputise for the Church Pastor in his absence and report to the Church Pastor</p> <p>4 This position of Deputy Church Pastor does not attract monthly salary (subject to review by the BOT and EIC)</p> <p>5 The Church Pastor shall report to the BOT</p> <p>6 The Church Pastor and Deputy Church Pastor have responsibilities as highlighted in the Tasks or Job Description agreed by the BOT and EIC</p> <p>7 Appointment to the role of Deputy Church Pastor does not automatically make the incumbent a member of the EIC, unless he is already a member of the EIC</p> <p>8 The Church Pastor and the Deputy shall exercise spiritual responsibility in accordance with the Charity's mission, objects and values as stated by the Charity and approved by the BOT</p> <p>9 The Church Pastor shall not be a member of the BOT</p> <p>10 The remaining functions of the Church Pastor, outside of his spiritual leadership role, shall be determined by the BOT and EIC and may be varied by them from time to time</p>	

	<p>ARTICLE 6D: THE ELDERS IN COUNCIL AND BOT</p> <p>1 The working relationship between the EIC and the BOT is defined as follows -</p> <p>a The BOT will be responsible and accountable for all strategic, administrative and legal decisions made on behalf of the organisation. These include decisions affecting the Memorandum and Articles of the Charity</p> <p>b. The BOT will define and set the short, medium and long-term goals and objectives for the Charity</p> <p>c All decisions that affect the actualisation of charitable objects of the organisation will be made by the BOT. All or any of these decisions may be delegated to a sub-committee of the BOT so long as such delegation does not contravene the provisions of the Memorandum and Articles</p> <p>d The BOT may request spiritual guidance from the EIC regarding any decision for which the body deems such guidance necessary</p> <p>2 The EIC will be responsible and accountable for all spiritual matters within the Church. Such matters include ordinations, spiritual appointments and pastoral services</p> <p>3 The EIC will apply established due processes in reaching these decisions</p>	
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	<p style="text-align: center;">ARTICLE 6E: THE PASTORATE</p> <p>1 The group called Pastorate is hereby created</p> <p>2 The Pastorate shall consist of men and women who are dynamic, articulate, vibrant and well versed in the Word of God and live a life meeting the requirements of the Bible</p> <p>3 The body shall consist of the Pastor-in-Charge, the Deputy Pastor and 7 other members, preferably also Pastors in the church</p> <p>4 The Pastor-in-Charge shall coordinate the Team and specific unit portfolios shall be assigned to the Deputy Pastor and other members of the Pastorate</p> <p>5 Nomination into Pastorate shall be made by the EIC, BOT and Head of Units</p> <p>6 The role of the pastorate shall be to drive the Church forward with the Word of God and Prayer Ministration</p> <p>7 Additional responsibilities of the Pastorate shall be defined by the EIC and BOT</p>	
<p>2 The position of Deputy Church Pastor is hereby created</p>		

a The Deputy Church Pastor will deputise for the Church Pastor in his absence Page 26 of 43		
b The Deputy Church Pastor shall report to the Pastor		
c The Deputy Church Pastor has responsibilities as highlighted in the Tasks or Job Description agreed by the BOT		
3 The Church Pastor shall be a member of the Board of Trustees		
4 The Church Pastor shall exercise spiritual responsibility in accordance with the Charity's mission, objects and values as stated by the Charity and approved by the BOT		
5 The remaining functions of the Church Pastor, outside of his spiritual leadership role, shall be determined by the BOT and may be varied by them from time to time		
6 In order to ensure clarity, accountability and focus with respect to the spiritual and administrative management of the affairs of this Church, it is essential that the roles and positions of the Church Pastor and the BOT are kept separate. The Church Pastor in the capacity of a Trustee will be kept updated with the rest of the Trustees on the financial and administrative management of the Church. In turn, the Church Pastor will regularly keep the BOT updated on spiritual matters and developments within the Church		
7 The working relationship between the Office of the Church Pastor and the BOT		

<p>is defined as follows -</p> <p>a The BOT will be responsible and accountable for all strategic, administrative and legal decisions made on behalf of the organisation These include decisions affecting the Memorandum and Articles of the Charity</p> <p>b The BOT will define and set the short, medium and long-term goals and objectives for the Charity</p> <p>c All decisions that affect the actualisation of charitable objects of the organisation will be made by the BOT All or any of these decisions may be delegated to a sub-committee of the BOT so long as such delegation does not contravene the provisions of the Memorandum and Articles</p> <p>d The BOT may request spiritual guidance from the Church Pastor regarding any decision for which the body deems such guidance necessary</p> <p>e The Church Pastor will be responsible and accountable for all spiritual matters within the Church Such matters include ordinations and spiritual appointments and pastoral services The Church Pastor will apply established due processes in reaching these decisions</p> <p>8 In the event of a conflict between the role of the Church Pastor and the BOT, the decision of the BOT shall take precedence</p>		
<p>Article 7: Selection of Church Pastor and Pastors</p>	<p>ARTICLE 7: SELECTION OF CHURCH</p>	

<p>1 There shall be appointed by the BOT, based on agreed criteria, a Selection Committee to be responsible for the recruitment process to the position of Church Pastor and Pastors This committee will be made up of at least three but no more than seven members, with at least one member from the Prophetic Ministry</p>	<p style="text-align: center;">PASTOR</p> <p>1 The Church Pastor shall be appointed by the sitting of EIC and BOT, based on the agreed criteria between these two bodies</p> <p>Some of the Person Specifications for the positions of Church Pastor are</p> <ul style="list-style-type: none"> i Must be at least 35 years of age ii Must be willing to take on the role on a full time basis iii Must have DBS Clearance iv Ideally have attended or be prepared to attend a recognised Theology or Pastoral school to attain the relevant qualifications v Must be spiritually gifted vi Must be a financially committed member vii Must have seven years working and/or leadership experience in a church environment viii Must be a fully-fledged and active member of the Church for at least 5 years ix Must comply with the principles and guidelines explicated in the book of 1st Timothy Chapter 3 <p>The Church Pastor is a member of the EIC regardless of age</p> <p>2 Selection Process</p> <p>a The sitting of the BOT and EIC shall nominate candidates for Church Pastor</p> <p>The BOT and EIC shall consult with members</p>	
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	<p>of the Departments, Units and-Bands they represent prior to the meeting on the choice of nominees</p> <p>b The sitting of BOT and EIC shall carry out an Administrative and Spiritual Screening of the nominees by matching nominees against pre-determined criteria and skills requirements They may choose to interview nominees as part of the Administrative Screening process</p> <p>c The sitting of the BOT and EIC will select nominees by voting in accordance to standard procedure used during meetings</p> <p>d Successful nominees from the Selection process shall be subject to Disclosure and Barring Service (DBS) in accordance with the Regulations of the Charly Commission</p> <p>e Once the process is completed, the appointed candidate will be notified and announced to the Church</p> <p>f The BOT and the EIC will then meet with the successful candidate to discuss the spiritual and strategic vision and direction of the Church</p> <p>3 The aim will be that, the whole process of selecting new Church Pastor should take no more than 3 months from start to finish During the transition period, one of the members will be appointed by the EIC from</p>	
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<p>Some of the Person Specifications for the positions of Church Pastor and Pastors are</p> <ul style="list-style-type: none"> i Must be at least 35 years of age ii Must be willing to take on the role on a full time basis iii Must have CRB Clearance iv Ideally have attended or be prepared to attend a recognised Theology or Pastoral school to attain the relevant qualifications v Must be spiritually gifted vi Must be a financially committed member vii Must have seven years working and/or leadership experience, preferably in a church environment viii Must be a fully-fledged and active member of the Church for at least 5 years ix Must comply with the principles and guidelines explicated in the book of 1st Timothy Chapter 3 	<p>the Pastorate as "Interim Pastor" The "Interim Pastor" may be one of the candidates for the position and will not be remunerated at this stage</p> <p>4. The Deputy Pastor does not have an automatic right to assume the substantive position of Church Pastor, unless he is the successful candidate during the selection process</p>	
<p>2 Selection Process</p> <p>a There shall be a joint meeting of all Heads</p>		

of Department, Bands Executives, the BOT and other stakeholders as determined by the BOT, to nominate candidates for Church Pastor and/or Pastors The Heads of Department and Bands Executives shall consult with members of the Departments, Units and Bands they represent prior to the meeting on the choice of nominees		
b The Selection Panel shall carry out an Administrative Screening of the nominees by matching nominees against pre-determined criteria and skills requirements set by the BOT The Panel may choose to interview nominees as part of the Administrative Screening process		
c Successful nominees from the Administrative Screening shall then be subject to a Spiritual Screening process		
d Successful nominees from the Spiritual Screening shall be subject to Criminal Records Bureau Clearance (CRB) in accordance with the Regulations of the Charity Commission		
e Once the process is completed, the findings will be presented to the BOT		
f The BOT will meet to confirm the appointment		
g The BOT will then meet with the successful candidate to discuss the spiritual and strategic vision and direction of the Church		
h The BOT will officially announce the new Church Pastor or Pastors		

3 The aim will be that, the whole process of selecting new Church Pastor/Pastors should take no more than 3 months from start to finish During the transition period, one of the members will be appointed by the BOT as "Interim Pastor" The "Interim Pastor" must be a person who is not one of the candidates for the position		
4 Should there be a Deputy Pastor when the position of the Church Pastor becomes vacant, he shall act in the capacity of the Church Pastor, pending the appointment of the substantive Pastor The acting Church Pastor is not excluded from being part of the shortlist		
5 The Deputy Pastor does not have an automatic right to assume the substantive position of Church Pastor, unless he is the successful candidate during the selection process		
Article 8: Powers of the Board of Trustees 1 The Trustees must manage the business of the Charity and have the following powers in order to further the Objects (but not for any other purpose)		
a To raise funds and to invite and receive contributions from any persons whatsoever by way of loan, subscription, donation and otherwise, provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to all relevant statutory regulations		

b To purchase, lease, hire, exchange or otherwise acquire any land, buildings, furniture, equipment or other property or interest in property and to alter, improve, develop, redevelop and (subject to such consents as may be required by law) to sell, resell, let, underlet, charge, assign, or otherwise dispose of or deal with the same In exercising this power, the Trustees must comply as appropriate with sections 36 and 37 of the Charities Act 1993		
c To borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed The Trustees must comply as appropriate with sections 38 and 39 of the Charities Act 1993 if they intend to mortgage land		
d To co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them		
e To establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects		
f To acquire, merge with or enter into any partnership or joint venture arrangement with any other Charity formed for any of the Objects		
g To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.		

h To obtain and pay for such goods and services as are necessary for carrying out the work of the Charity To make donations to any Christian worker who is engaged in such work or activity which furthers the Objects or in assisting either directly or indirectly in the same		
i To set up, administer or support day nurseries, play schools and other educational establishments		
j To produce, sell or otherwise distribute literature, audio and visual aids, and other media of communication, but not so as to constitute permanent trading on the part of the Charity except where it is a direct means of furthering the Objects		
k To arrange and provide for or join in arranging and providing for the holding of meetings, lectures, seminars, conferences, training courses, festivals, celebrations and exhibitions		
l To train, equip, commission and support or to assist in the training of, any people who are concerned to achieve the Objects		
m To make any grant, gift, or payment for the purpose of or in connection with such training, equipping, commissioning and support		
n To make provision for the accommodation of individuals and groups of individuals in the areas in which it is desired to operate the Charity		
o To insure any asset of the Charity on such terms as the Trustees may think fit		

and to pay the appropriate premiums and to use any insurance money received in any manner the Trustees think fit whether to restore the asset or not		
p To insure and arrange insurance cover for and to indemnify its Members, servants and voluntary workers from and against all such risks incurred in the proper performance of their duties as may be thought fit		
q To provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity PROVIDED that any such insurance shall not extend to		
i any claim arising from any act or omission which the Trustees (or the Trustee in question) knew to be a breach of trust or breach of duty or which was committed by the Trustees (or by the Trustee in question) in reckless disregard of whether it was a breach of trust or breach of duty or not, ii The costs of an unsuccessful defence to a criminal prosecution brought against the Trustees (or against the Trustee in question) in their capacity as Trustees of the Charity		
r To invest the moneys of the Charity not immediately required for the furtherance of the Objects in or upon such investments, securities or property as may be thought fit, subject to such conditions (if any)		

and such consents (if any) as may for the time being be imposed or required by law		
s To undertake, facilitate or support the co-ordination and net-working of other Christian agencies fulfilling the same or similar objects with the aim of making the most strategic and effective use of resources including personnel, expertise and finance in the same or similar locations or projects		
t To make regulations for the management of any property which may be acquired by the Charity?		
u To establish where necessary other branches (whether autonomous or not) or otherwise cause the Charity to be duly registered or constituted by law in any country in which it is desired to operate		
v To produce, purchase, sell, exchange or otherwise obtain or dispose of any equipment and materials including but not limited to, literature, audio and visual aids, media of communication, and all other formats for the recording or playing of music, speech or film, but not so as to constitute permanent trading on the part of the Charity except where it is a direct means of furthering the Objects		
w To open and operate such bank and other accounts as the Trustees consider necessary and to invest funds and to delegate the management of funds in the same manner and subject to the same conditions as the Trustees of a trust are		

permitted to do by the Trustee Act 2000		
x To do all such other lawful things as are necessary for the achievement of the Objects		
2 No alteration of this Memorandum and Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.		
3 Any meeting of Trustees at which a quorum is present (i.e. half of the Membership) at the time the relevant decision is made may exercise all the powers exercisable by the Trustees		
4 Each appointed Trustee must participate fully in all meetings, ensure confidentiality is maintained at all times, be fully aware of their responsibilities and work towards achieving the responsibilities associated with their portfolios. In addition, they must sign a written agreement to this effect		
5 The liability of the Members is limited		
6 Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity'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 Charity's debts and liabilities contracted before he or she ceases to a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves		

<p>7 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Charity, but shall be given or transferred to some other Charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity chosen by the Members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object</p>		
<p>Article 9: Disqualification and Removal of Trustees</p> <p>1 A Trustee shall cease to hold office if he or she</p> <p>a Is disqualified for acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision),</p> <p>b Ceases to be a member of the Charity.</p> <p>c Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs,</p> <p>d Resigns as a Trustee by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect), or</p> <p>e Is absent without due notice to the BOT from three consecutive meetings and the Trustees resolve that his or her office be vacated</p>		

<p>f Completes the maximum of three 2-year terms (total of 6 years) by the time the next annual general meeting is held Such a Trustee may be re-appointed subject to the provisions of Article 5, Clause 9</p> <p>g Has been found guilty of gross misconduct</p>	<p>ARTICLE 9A: DISQUALIFICATION AND REMOVAL OF ELDERS IN COUNCIL</p> <p>1 A member of the Elders in Council shall cease to hold office if he or she</p> <p>a Ceases to be a member of the Charity,</p> <p>b Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs,</p> <p>c Resigns from the Elders in Council by notice to the Charity</p> <p>d Is absent without due notice to the Church Secretary from <i>three</i> consecutive meetings and the remaining Elders resolve that his or her office be vacated Absence from ad-hoc or emergency EIC meetings shall not be counted as a absences valid for disqualification from EIC</p> <p>e Has been found guilty of gross misconduct</p>	

	<p>ARTICLE 9B: DISQUALIFICATION AND REMOVAL OF CHURCH PASTOR/DEPUTY CHURCH PASTOR</p> <p>1 The Church Pastor/Deputy Church Pastor shall cease to hold office if he or she</p> <p>a Ceases to be a member of the Charity,</p> <p>b Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs,</p> <p>c Resigns from the position by notice to the Charity</p> <p>d Has been found guilty of gross misconduct</p>	
<p>Article 10: Proceedings of Trustees</p> <p>1 The Trustees may regulate their proceedings as they think fit, subject to the provisions of this Memorandum and Articles</p> <p>2 The secretary must call a meeting of the Trustees if requested to do so by at least three Trustees</p> <p>3 Questions arising at a meeting must be decided by a majority of opinions</p>	<p>2 The BOT Secretary must call a meeting of the Trustees if requested to do so by at least five (5) Trustees</p>	
<p>4 In the case of an equality of opinions, the person who chairs the meeting does not have a second or casting opinion</p> <p>5 No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported</p>		

to be made	6 The quorum shall be five (5) BOT members	
6 The quorum shall be half of the Membership or such larger number as may be decided from time to time by the Trustees Where the quorum is different from the above, such change must be reflected in the meeting minutes		
7 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to give an opinion		
8 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting		
9 The person appointed as the Chairperson shall chair meetings of the Trustees		
10 If the Chairperson is unwilling to preside or is not present within thirty (30) minutes after the time appointed for the meeting, the Vice Chair shall chair the meeting or if this individual is also absent, the Secretary the shall chair the meeting or if this individual is also absent, the Chief Financial Officer shall chair the meeting In the absence of all aforementioned Trustees, the Trustees present may appoint one of their numbers to chair that meeting	10 If the Chairperson is unwilling to preside or is not present within thirty (30) minutes after the time appointed for the meeting, the Vice Chair shall chair the meeting or if this individual is also absent, the BOT Secretary shall chair the meeting or if this individual is also absent, the Chief Financial Officer shall chair the meeting In the absence of all aforementioned Trustees, the Trustees present may appoint one of their numbers to chair that meeting	
Article 11: Delegation 1 The Trustees may delegate any of their powers or functions to a committee of two or more Trustees but the terms of any	1 The Trustees may delegate any of their powers or functions to a committee of two or more Trustees or other constituted bodies in the Church, e.g. Elders in Council, but the	

such delegation must be recorded in the minute book	terms of any such delegation must be recorded in the minute book	
2 The Trustees may impose conditions when delegating, including the conditions that <ul style="list-style-type: none"> a The relevant powers are to be exercised exclusively by the committee to whom they delegate, b No expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees 		
3 The Trustees may revoke or alter a delegation		
4 All acts and proceedings of any committees must be fully and promptly reported to the Trustees.		
Article 12: Proceedings and Notices		
1 Subject to sub-clause (3) of this Article, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee <ul style="list-style-type: none"> a Who was disqualified from holding office, b Who had previously retired or who had been obliged by the Memorandum and Articles to vacate office, c Who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise 		
2 If without the opinion of that Trustee, and that Trustee being counted in the quorum, the decision has been made by a majority of the Trustees at a quorate meeting		

3 Sub-clause (1) of this Article does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if the resolution would otherwise have been void		
4 No resolution or act of the Trustee, any committee of the Trustees, the Charity in general meetings shall be invalidated by reason of the failure to give notice to any Trustee or member or by reason of any procedural defect in the meeting unless it is shown that the failure or defect has materially prejudiced a member or the beneficiaries of the Charity		
5 Any notice required by this Memorandum and Articles to be given to or by any person must be <ul style="list-style-type: none"> a In writing, or b Given using electronic communications 		
6 The Charity may give any notice to a member either <ul style="list-style-type: none"> a Personally, or b By sending it by post in a prepaid envelope addressed to the member at his or her address, or c By leaving it at the address of the member, or d By giving it using electronic communications to the member's address 		
7 A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to		

<p>receive any notice from the Charity</p> <p>8 A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called</p> <p>9 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given</p>		
<p>10 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given</p> <p>11 A notice shall be deemed to be given 48 hours after the envelope containing it was posted or, in the case of an electronic communication, 48 hours after it was sent</p> <p>12 A point of order may be raised if the rules appear to have been broken This may interrupt a speaker during debate, or anything else if the breach of the rules warrants it The point is resolved before business continues</p>		
<p>12A The point of order calls upon the chair to make a ruling The motion is sometimes can be used to ask a question of information or a question of procedure The Chair may rule on the point of order or submit it to the judgment of the AGM/SGM If the chair accepts the point of order, it is said to be <i>sustained</i> or ruled <i>well-taken</i> If not, it is said to be</p>		

<i>overruled or ruled not well-taken</i>		
Article 13: Returns, Accounts & Registered Particulars		
<p>1 The Trustees must comply with their obligations under the Charities Act 1993 with regard to</p> <p>a The keeping of accounting records for the Charity,</p> <p>b The preparation of annual statements of account for the Charity,</p> <p>c The transmission of the statements of account to the Charity Commission,</p> <p>d The preparation of an annual report and its transmission to the Commission,</p> <p>e The preparation of an annual return and its transmission to the Commission</p>	<p>1 The Trustees must comply with their obligations under the Charities Act 1993 with regard to</p> <p>a The keeping of accounting records for the Charity,</p> <p>b The preparation of annual statements of account for the Charity,</p> <p>c The transmission of the statements of account to the Charity Commission,</p> <p>d The preparation of an annual report and its transmission to the Commission,</p> <p>e The preparation of an annual return and its transmission to the Commission</p> <p>f The report to Company's House and HM Revenue & Customs</p>	
<p>2 Accounts must be prepared in accordance with the provisions of any Statement of Recommended Practice issued by the Commission, unless the Trustees are required to prepare accounts in accordance with the provisions of such a Statement prepared by another body</p> <p>3 The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities</p>		
<p>4 Regarding Church signatories</p> <p>a All cheques, promissory notes, bills of</p>	<p>4 Regarding Church signatories</p> <p>a All cheques, promissory notes, bills</p>	

<p>exchange, drafts, other negotiable instruments, receipts for moneys paid to the Charity and other legal documents shall be signed endorsed, accepted or drawn or otherwise executed as the case may be by two Trustees appointed by the BOT to act on behalf of the Charity in such capacity</p> <p>b One of the signatories must be the Chair of the BOT, in the absence of the Chair or in the event that the Chair is unable to perform such tasks and the delay of signing such instruments would prove detrimental to the Charity, the Vice Chair will have the duty of signing the cheques</p> <p>c The list of signatories must be a maximum of four</p> <p>d The list of approved signatories must be attached to the Church Structure and kept with Finance and the Church Secretariat</p>	<p>of exchange, drafts, other negotiable instruments, receipts for moneys paid to the Charity and other legal documents shall be signed endorsed, accepted or drawn or otherwise executed as the case may be by three Trustees appointed by the BOT to act on behalf of the Charity in such capacity</p> <p>b One of the signatories must be the Chair of the BOT and the CFO, in the absence of the Chair or in the event that the Chair is unable to perform such tasks and the delay of signing such instruments would prove detrimental to the Charity, the Vice Chair will have the duty of signing the cheques</p> <p>c. Two additional members from the Church with good standing and financial accountability shall be included in the list of non-BOT signatories for cheques</p> <p>d The list of signatories must be a maximum of five</p> <p>e The list of approved signatories must be attached to the Church Structure and kept with Finance and the Church Secretariat</p>	
<p>5 The list must be updated with the Charity's bankers within fourteen (14) days of such changes</p>		

<p>Article 14: Property</p> <p>1 The Trustees must ensure the title to a all land held by or in trust for the Charity, is not vested in the Official Custodian of Charities, and</p> <p>b all investments held by or on behalf of the Charity, must be held in the name of the Charity</p> <p>2 The Trustees must keep in repair and insure to their full value against fire and other usual risks all the buildings of the Charity (except those buildings that are required to be kept in repair and insured by a tenant) They must also insure suitably in respect of public liability and employer's liability</p>		
<p>Article 15: Amendments</p> <p>1 The Charity may amend any provision contained in this Memorandum and Articles provided that</p>		
<p>a No amendment may be made that would have the effect of making the Charity cease to be a Charity at law,</p> <p>b No amendment may be made to alter the Objects if the change would not be within the reasonable contemplation of the Members of or donors to the Charity,</p> <p>c No amendment may be made to the Objects without the prior written consent of the Commission,</p> <p>d Any resolution to amend any provision of this Memorandum and Articles is passed by not less than two thirds of the Members present and voting at a general meeting</p>		

<p>2 A copy of any resolution amending this Memorandum and Articles shall be sent to the Charity Commission within twenty-one days of it being passed</p>		
<p>Article 16: Bye-Laws and Rules</p> <p>1 The Trustees may from time to time make rules or bye-laws for the conduct of their business</p> <p>2 The bye-laws may regulate the following matters but are not restricted to them</p> <p>a The admission of Members of the Charity and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members,</p> <p>b The conduct of Members of the Charity in relation to one another, and to the Charity's employees and volunteers,</p> <p>c The setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes</p> <p>d The procedure at general meeting and meetings of the Trustees in so far as such procedure is not regulated by this Memorandum and Articles,</p> <p>e The keeping and authenticating of records (if regulations made under this clause permit records of the Charity to be kept in electronic form and requires a Trustee to sign the record, the regulations must specify a method of recording the signature that enables it to be properly authenticated)</p>		

f Generally, all such matters as are commonly the subject matter of the rules of an Incorporated Charity		
3 The Charity in general meeting has the power to alter, add to or repeal the rules or bye-laws		
4 The Trustees must adopt such means as they think sufficient to bring the rules and bye-laws to the notice of Members of the Charity		
5 The rules or bye-laws shall be binding on all Members of the Charity No rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, this Memorandum and Articles		
	6 The BOT Secretary must make the by-laws available to members upon request	
Article 17: Discipline within the Church The disciplinary process will be followed as outlined in the Disciplinary Schedule		
Article 18: Dissolution 1 If the Members resolve to dissolve the Charity, the Trustees will remain in office as Charity Trustees and be responsible for winding up the affairs of the Charity in accordance with this clause. 2 The Trustees must collect in all the assets of the Charity 3 The Trustees must apply any remaining property or money		
a Directly for the Objects, b By transfer to any Charity or charities for purposes the same as or similar to the Charity,		

c In such other manner as the Charity Commission for England and Wales ("the Commission") may approve in writing in advance		
4 The Members may pass a resolution before or at the same time as the resolution to dissolve the Charity specifying the manner in which the Trustees are to apply the remaining property or assets of the Charity and the Trustees must comply with the resolution if it is consistent with paragraphs (a)–(c) inclusive in sub-clause (3) above		
5 Under no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity (except to a member that is itself a Charity)		
6 The Trustees must notify the Commission promptly that the Charity has been dissolved. If the Trustees are obliged to send the Charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Charity's final accounts		
NAMES, ADDRESSES AND SIGNATURES OF SUBSCRIBERS		
AGM	Annual General Meeting	
BOT	Board of Trustees	

DBS	Disclosure and Barring Service	
EIC	Elders in Council	
SGM	Special General Meeting	