## 06765744

#### 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 7<sup>th</sup> 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]	affy of som
Mr. Marcellino K. Martins [BOT Chairman]	Mar Mas
Mrs. Esther F. Noah [BOT Secretary]	Elmood.
Mr. Olayıwola A. Nadı [BOT Member]	ALQQ
Mrs. Agnes O. Olubajo [BOT Member]	
Mrs. Mary O. Faniyi - Afrıyıe [BOT Member]	
Enc: Subscribers' / Attendance Register	

22/07/2013 COMPANIES HOUSE

SPECIAL GENERAL MEETING: SUNDAY 07 / 07 / 13 TIME: Q-ODPM

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SPECIAL GENERAL MEETING: SUNDAY 07 / 07 / 13
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SPECIAL GENERAL MEETING : SUNDAY 07 / 07 / 13

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## 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: 4<sup>th</sup> December 2008 COMPANY REGISTRATION NO: 06765744 CHARITY REGISTRATION NO: 1085933

Adopted on 07 July 2013

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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 11), 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**



19/07/2013 LD6 COMPANIES HOUSE

#### 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.

THE COB... Section 2

- 3 The Charity's Objects ("the Objects") are. -
- a) The advancement of the Christian religion (Mark 16.15; Matthew 28: 18 -

20): MORA

- 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
- 1. 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.

u The costs of an unsuccessful defence to a criminal prosecution brought against the Trustees (or against the Trustee in question) in their quity icapacity 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,

- 11 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.
  - 1. Fines;
  - 11 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
    - in 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

(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 EiC" (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.

- 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.
- 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.
- 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

- 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.
- 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 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 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
    - 1 the names of the Trustees present at the meeting,
    - 11. the decisions made at the meetings, and where appropriate; and
    - 111. 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)

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 <u>two</u> 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 renomination 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)**

- 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 25<sup>th</sup> member of the EiC.
- 5. The Church Secretary shall be the Secretary of the E<sub>1</sub>C
- 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 that 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
- 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 E1C must meet no less than 10 times in any given calendar year.
- 2 The Church Secretary must call additional emergency meetings of the E<sub>1</sub>C if requested to do so by at least 12 members of the E<sub>1</sub>C
- 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:

- 1. Must be at least 35 years of age
- 11 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 ist 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

- 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  $\mathfrak{L}$ 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;

- 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 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

#### **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 yord.
- 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.

# New Covenant Cherubim and Seraphim Movement Church Constitution

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

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.

# New Covenant Cherubim and Seraphim Movement Church Constitution

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

# New Covenant Cherubim and Seraphim Movement Church Constitution

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.

# New Covenant Cherubim and Seraphim Movement Church Constitution

- 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

New Covenant Cherubim and Seraphim Movement Church
Constitution

## LIST OF ABBREVIATIONS

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

New Covenant Cherubim and Seraphim Movement Church
Constitution

## **CONSTITUTION REVIEW SHEET**

Revision	Description of Revision and Writer	Doc Owner	Release Date
			}

Current Wording	Adopted amendment	Comments
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 21 June 2008 (and amended on 4 July 2009) 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	This Memorandum and Articles was adopted on 07 July 2013	
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).		





<b>Preamble</b> 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	
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	
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	
will preserve the rights of this	
body to accomplish its God-given purpose	

	whatever race, colour, creed, or faith, being
	our fellow citizens in the world of
	examples to our brethren in the Church and
	God (Matthew 4 4), being
	We will strive to live according to every word of
	ourselves for God's work in the world
	its ministries and offering
	moral and physical support for the Church and
	prospered us, contributing our financial,
	We will be faithful stewards, as God has
	strengthen the bonds of Christian love
	Increase our understanding and
	Our differences will not separate us but rather
	other as occasion may require
	other in the Body of Christ and admonish each
	20) We will love and encourage each
	placed upon His Church (Matthew 28 18 –
	We will dedicate ourselves to fulfilling the
	make this Covenant together
	Church, do solemnly and joyfully
	Covenant Cherubim and Seraphim Movement
	the Members of The New
	sent of God to mankind (John 14 15 - 17), we,
	3 17), and that the Holy Spirit is
	that Jesus Christ is the Son of God (Matthew
	heavens and earth (Genesis 1 1),
	Being united in the faith that God created the
	Our Covenant
	c
	governing document of the Charity
	documents and becomes the
	The Article amends and replaces any provinces

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

charge, assign, or	sell, resell, let, underlet, charge, assign, or
aired by law) to	consents as may be required by law) to
(subject to such	develop, redevelop and (subject to such
o alter, improve,	interest in property and to alter, improve,
ther property or	furniture, equipment or other property or
nd, buildings,	otherwise acquire any land, buildings,
re, exchange or	b To purchase, lease, hire, exchange or
	statutory regulations
rm to all relevant	activities and shall conform to all relevant
nt trading	any substantial permanent trading
shall not undertake	raising funds the Charity shall not undertake
provided that in	donation and otherwise, provided that in
an, subscription,	whatsoever by way of loan, subscription,
ersons	contributions from any persons
Invite and receive	a To raise funds and to invite and receive
	for any other purpose)
r the Objects (but not	powers in order to runner the Objects (but not
ving	the Charity has the following
er powers it may have,	1 In addition to any other powers it may have,
_	4
	and other disciplines
ntoring	youth development, mentoring
ormation technology,	training for example, information technology,
vision of	general public by the provision of
education of the	c) The advancement of education of the
	relief, and
n such	organisations engaged in such
วก of support for other	directly or by the provision of support for other
es either	support and other services either
by the provision of	b) The relief of hardship by the provision of
	20),
3 18 -	(Mark 16 15, Matthew 28 18 –
( ule Objects ) are -	a) The criainty's Objects ( the Objects ) are .
("+TO Objects") 010	3 The Charty's Object

the Objects of in assisting either	the Object
engaged in such work or activity which turners	engaged
to any Christian worker who is	to any Ch
out the work of the Charity To make donations	out the wo
services as are necessary for carrying	services a
h To obtain and pay for such goods and	h To obta
	reserves
accordance with a written policy about	accordanc
future expenditure but only in	future exp
To set aside income as a reserve against	g To set a
Objects,	any of the Objects,
arrangement with any other Charity formed for	arrangeme
partnership or joint venture	partnershi
f To acquire, merge with or enter into any	f To acqu
	the Objects,
for any of the charitable purposes included in	for any of
associations or institutions formed	associatio
e To establish or support any charitable trusts,	e lo esta
	them
and to exchange information and advice with	and to exc
bodies and statutory authorities	bodies and
d. To co-operate with other charities, voluntary	d. To co-o
1993 if they intend to mortgage land	1993 if the
sections 38 and 39 of the Charities Act	sections 3
Trustees must comply as appropriate with	Trustees n
repayment of the money borrowed The	repayment
belonging to the Charity as security for	belonging
or any part of the property	or any par
To borrow money and to charge the whole	с То волю
ct 1993	Charities Act 1993
appropriate with sections 36 and 37 of the	appropriat
Directors must comply as	Directors r
same In exercising this power, the Trustees /	same in e
1	_41

_	
directly or indirectly in the same	
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	
I 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	

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

required by law		
s To undertake, facilitate or support the co-		
_		
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		

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

	(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,
	(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
	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

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

other benefit for being a Trustee	
(6) A Trustee may	
to the Charity	
b 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	
ii The benefit is permitted by sub-clause (2), or	
III The benefit is authorised by the Trustees in	
accordance with the conditions in	
(1) It it is proposed that a mustee should	
is not already permitted under sub-clause (2).	
he or she must	
b Be absent from that part of any meeting at	
take no part in any discussed and	
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	
ווסנים מוום יווסן ווומסניוסססיום יווס וסמסטוו	

	We, the persons whose names and addresses
	To in this clause, a "Trustee" shall include any person, firm or company connected with the Trustee
	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
	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
	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)

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

THE COMPANIES ACT 1985 & 2006	
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	
"The ROT" (the ROT) many the management	
board of the Charity and Trustee	
has a corresponding meaning	
"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	
of the title being in lorde,	

	"the Trustees" means the directors of the Charity (and "Trustee" has a corresponding meaning), as defined by Section 97 of the Charities Act 1993
"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	"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 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,
	"The Articles" means these Articles of Association of the Charity,

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

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	
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	
Supper, which shall be observed by the	
b Use their gifts in the service of Christ and	

c Maintain the spirit of Christian love and		
unity		
d Contribute systematically to the Church's		
finances as the Lord has prospered		
mem		
e orlow eviderice of their Christian character	-	
f Share in the fulfilment of the Lord's		
Commission in Matt 28 19,20		
9 All matters private to the Church shall be		
ne wiempers as strictly		
confidential	10 The Church Pastor shall not be a member of the BOT	
Membership of the Chart of Membership		
1 The member dies,		
2 The member resigns by written notice to		
the Charity unless, after the		
resignation, there would be less than two		
3 Not loss than his thirds of the Triction		
present at a meeting so resolve. The		
Trustees shall have the right for a good and		
sufficient reason to terminate the		
shall have recoved 21 sleet provided that he		
writing to his last known address notifying him		
of the intention to		
terminate his Membership and the reasons		
incht to be heard by the Trictees before any		
vote is taken.		-

	5 The BOT may call a SGM at any time
	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
3 A SGM may be called by shorter notice, in writing, by at least twenty-five (25) Members	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
	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.

	who has been appointed as
	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 reconvene such a meeting and must give at least seven clear days' notice of the reconvened meeting stating the date time and place 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	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.
1 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	The BOT must call a SGM if requested to o so in writing by at least twenty ne (21) Members. The request must state re nature of the business that is to e discussed. If the Trustees fail to hold the reeting within six (6) weeks of the equest, the Members may proceed to call a iGM but in doing so they must omply with the provisions of this femorandum and Articles.

al Meeting who	11 Each member at any General Meeting shall have one vote. The person who
neeting may nairing the me s to be re-	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 reconvened, unless those details are specified in the resolution.
I choose one h not assume a performed at	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
s to chair that s Chair, or if y inted for	may appoint one of their numbers 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
o 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.
the BOT to preside or for the air the o absent, the	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

	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
	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
	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
	is chairing the meeting does not have a casting vote in addition to any other vote he or she may have

was illaue		
15 The Charity acting through the Church	15 The Charity acting through the BOT	
Secretary must keep a record of the	Secretary must keep a record of the following	
following meetings	meetings	
a appointments of Trustees,	a appointments of Trustees,	
b proceedings at meetings of the Charity, and	b proceedings at meetings of the	
c meetings of the Trustees and committees		
of Trustees including	c meetings of the Trustees and	
the names of the Trustees present at the		
meeting,	the names of the Trustees	
ıı the decisions made at the meetings, and	present at the meeting,	
where appropriate, and	ii the decisions made at the	
	meetings, and where	
III the reasons for the decisions	appropriate, and	
	III the reasons for the	
	decisions	
16 The Church Secretary should publish and circulate to all Members within	16 The BOT Secretary should publish and circulate to all Members within fourteen (14)	
fourteen (14) days of any such meetings	days of any such meetings	
	Trustees	
Article 4: The Board of Trustees (the BOT)		
1 The Charity and its property shall be		
as appointed in accordance with this		
Memorandum and Article		

	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
	7 A Trustee may not appoint anyone to act on his or her behalf at meetings of the Trustees
6 The number of Trustees shall be not less than seven (7) and shall not be more than nine (9)	6 The number of Trustees shall be not less than three (3) and shall not be more than nine (9)
	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
	4 A Trustee must be a member of the Charity
3 The Trustees shall appoint one amongst them as Vice Chair to act as chair in the absence of the chairperson	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
<ul> <li>BOT Secretary</li> <li>Chief Financial Officer</li> <li>All other Trustees who are appointed at the AGM</li> </ul>	<ul> <li>Church Secretary</li> <li>Chief Financial Officer</li> <li>Church Pastor</li> <li>All other Trustees who are appointed at the AGM</li> </ul>
2 The Charity shall have the following Trustees • The Chair • The Vice Chair	<ul><li>2 The Charity shall have the following</li><li>Trustees</li><li>The Chair</li><li>The Vice Chair</li></ul>

a

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	4 The Selection Panel shall carry out an Administrative Screening of these nominees by matching nominees against predetermined criteria and skills requirements set by the BOT. The Panel may choose to interview nominees as
3 Nominees must be members of the Church who are at least 25 years old and have been temembers 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	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.
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.	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.

Chairman and the BOT Secretary The said officers shall be the first candidates for retirement at the next AGM, in which appointment is due	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	following the adoption of this  Memorandum and Articles, all Trustees shall
	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
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	
	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
6 Successful nominees from the selection process shall be subject to Disclosure Barring Service (DBS) in accordance with the Regulations of the Charity Commission	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
	5 Successful nominees from the Administrative Screening shall then be subject to a Spiritual Screening process.

of the AGM to re-appoint a direct annual general meeting appointment of a Trustee must not the number of Trustees to the number of trustees to appointment of a Trustee must not the completion of any of the appointed Trustees (Chairperson, Secretary or Chief (Chief Financial Officer) leave office either by ion or any form of disqualification the completion of any of their terms, that any of the appointed Trustees (Chairperson, BOT Secretary or Chief Financial Officer) leave office either by tresignation or any form of disqualification pror to the completion of any of their terms, a SGM that he east convened  More Church Pastor and the Ci Trustees  ostion of the Church Pastor shall the Church This is a position that a monthly salary  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 EIC shall be Annountment to the EIC shall be Annountment to the EIC shall be	The Contraction of the Contracti	
re- re- 13 In such event that any of the apper Trustees (Chairperson, BOT Secret. Chief Financial Officer) leave office ent resignation or any form of disqualification to the completion of any of their terms, shall be called to replace the Trust voting by members entitled to do so candidates for selection must hold a candidates for selection of selection must hold a candidates for selection of selection must hold a candidates for selection must hold a candidates for selection of selection must hold a candidates for selection of s	Appointment to the FIC shall	
er  13 In such event that any of the approverse (Chairperson, BOT Secret. Chief Financial Officer) leave office ent resignation or any form of disqualification to the completion of any of their terms, shall be called to replace the Trust voting by members entitled to do so candidates for selection must hold a DBS Certificate at the time of the SGM  ARTICLE 6A: THE ELDERS IN COU (EIC)  1 A body called Elders in Council is created, subject to delegated power the BOT  2 The EiC shall consist of twenty-for working members, male and female the age of 50 and who have the age of 50 and who have the age of 50 and who have the BOT and existing members.	EC.	
re- rer  13 In such event that any of the approver Trustees (Chairperson, BOT Secret Chief Financial Officer) leave office eit resignation or any form of disqualification to the completion of any of their terms, shall be called to replace the Trust voting by members entitled to do so candidates for selection must hold a DBS Certificate at the time of the SGM  ARTICLE 6A: THE ELDERS IN COU (EIC)  1 A body called Elders in Council is created, subject to delegated power the BOT  2 The EiC shall consist of twenty-fo working members, male and female the age of 50 and who have the member of the Church for at least the and meet eligibility criteria as determined.	by the BOT and existing members of the	
re-  er  13 In such event that any of the approximates (Chairperson, BOT Secret Chief Financial Officer) leave office eit resignation or any form of disqualification to the completion of any of their terms, shall be called to replace the Trust voting by members entitled to do so candidates for selection must hold a DBS Certificate at the time of the SGM  ARTICLE 6A: THE ELDERS IN COU (EIC)  1 A body called Elders in Council is created, subject to delegated power the BOT  2 The EiC shall consist of twenty-fo working members, male and female the age of 50 and who have the member of the Church for at least the state of the council is created.	and meet eligibility criteria as determined	
er  13 In such event that any of the app Trustees (Chairperson, BOT Secrett Chief Financial Officer) leave office eit resignation or any form of disqualificatio to the completion of any of their terms, is shall be called to replace the Trust voting by members entitled to do so candidates for selection must hold a DBS Certificate at the time of the SGM  ARTICLE 6A: THE ELDERS IN COU (EIC)  1 A body called Elders in Council is created, subject to delegated power the BOT 2 The EiC shall consist of twenty-fo working members, male and female the age of 50 and who have be	member of the Church for at least 5 years	
er  13 In such event that any of the approximation or any form of disqualification to the completion of any of their terms, shall be called to replace the Trust voting by members entitled to do so candidates for selection must hold a DBS Certificate at the time of the SGM  ARTICLE 6A: THE ELDERS IN COU  (EIC)  1 A body called Elders in Council is created, subject to delegated power the BOT  2 The EiC shall consist of twenty-foworking members, male and female	the age of 50 and who have been a	
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re- er  13 In such event that any of the app. Trustees (Chairperson, BOT Secret. Chief Financial Officer) leave office eit resignation or any form of disqualification to the completion of any of their terms, shall be called to replace the Trust voting by members entitled to do so candidates for selection must hold a DBS Certificate at the time of the SGM  ARTICLE 6A: THE ELDERS IN COU (EIC)  1 A body called Elders in Council is created, subject to delegated power the BOT	The EiC shall consist of twenty-fo	
re-	the BOT	attracts a monthly salary
eer h  Tru  Ch  Sha  OBB	created, subject to delegated powers from	Head of the Church This is a position that
eer h Tru Chr Sha		remain recognised as the Spiritual
ф <del>Т</del> — ф		1 The position of the Church Pastor shall
ē b	ANTICLE 64: THE PEDENS IN SOCIOIE	Board of Trustees
e 7 - 6-	ABTICLE &A: THE ELDEBS IN COLINCII	Article 6: The Church Pastor and the
е <del>р</del>	DBS Certificate at the time of the SGM	AGM/SGM
<u> </u>		appointed at the next convened
е т е п	voting by members entitled to do so The	holder until another substantive person is
er h	shall be called to replace the Trustee by	the BOT will appoint an interim post
e h	to the completion of any of their terms, a SGM	prior to the completion of any of their terms,
Ф <b>Т</b>	resignation or any form of disqualification prior	resignation or any form of disqualification
ēr h	Chief Financial Officer) leave office either by	Financial Officer) leave office either by
er h	Trustees (Chairperson, BOT Secretary or	(Chairperson, Secretary or Chief
ēr h	13 In such event that any of the appointed	10 Should any of the appointed Trustees
of the AGM to re-appoint a for exceptional qualities. Any such red to a renewal of mandate at every lent annual general meeting appointment of a Trustee must not re number of Trustees to any number fixed in accordance with norandum and Articles.  4, Clause 6) as the maximum number		of Trustees
ise 9 would be without prejudice to the of the AGM to re-appoint a for exceptional qualities. Any such red in accordance with norandum and Articles.		(Article 4, Clause 6) as the maximum number
ise 9 would be without prejudice to trie of the AGM to re-appoint a for exceptional qualities. Any such re- ix Trustee shall be ix to a renewal of mandate at every izent annual general meeting appointment of a Trustee must not it is number of Trustees to any number fixed in accordance with		this Memorandum and Articles
ise 9 would be without prejudice to the of the AGM to re-appoint a for exceptional qualities. Any such red if a Trustee shall be appointment of a Trustee must not not not number of Trustees to		exceed any number fixed in accordance with
ise 9 would be without prejudice to the of the AGM to re-appoint a for exceptional qualities. Any such red Trustee shall be a renewal of mandate at every sent annual general meeting appointment of a Trustee must not		cause the number of Trustees to
ise 9 would be without prejudice to the of the AGM to re-appoint a for exceptional qualities. Any such re- yd Trustee shall be yd to a renewal of mandate at every sent annual general meeting.		12 The appointment of a Trustee must not
ise 9 would be without prejudice to trie of the AGM to re-appoint a for exceptional qualities. Any such re- yd Trustee shall be yd to a renewal of mandate at every		subsequent annual general meeting
ise 9 would be without prejudice to trie of the AGM to re-appoint a for exceptional qualities. Any such re- early Trustee shall be		subjected to a renewal of mandate at every
ise 9 would be without prejudice to the of the first state of the AGM to re-appoint a for exceptional qualities. Any such re-		appointed Trustee shall be
ise 9 would be without prejudice to the    of the AGM to re-appoint a		Trustee for exceptional qualities Any such re-
ise 9 would be without prejudice to the		powers of the AGM to re-appoint a
A Control of the Cont		11 Clause 9 would be without prejudice to the

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here		<b>N</b> 200	α —	_		_	_	_	_	7	_			_	თ	Ċī.					4	
<ol> <li>The position of Church Secretary is hereby created</li> <li>The Church Secretary shall be appointed by the Church through Nomination, Voting</li> </ol>	ARTICLE 6A (1): THE CHURCH SECRETARY	y as provided in Article 6	process of selection of the Church	Church	shall be constituted by the BOT to fill the	of no more that 7 members of the Church	captured in Article 9A, a Selection Panel	occurrences including any of those	EIC either by virtue of death, or other	In the event that a vacancy occurs in the	procedures in Church Manual	Monitoring Committee, in accordance with	h meetings	at bi-monthly Management meetings	The Elders in Council and BOT will meet	The Church Secretary shall be the	member of the EIC	Elders The Church Pastor is the 25th	members up to the required total of 24	Chair, Church Secretary and other	The EiC shall consist of the following Vice	permanent subject to Article 9b

8	7	O	CJ	4.	ω
The Church Secretary and BOT Secretary will communicate as necessary	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.	The Church Secretary must be gifted in areas of Administration as he will be in charge of administrative aspects of the Church	Successful candidates shall then be subjected to spiritual screening	There shall be a screening process to be coordinated by a Selection Committee set up for the purpose of selecting the Church Secretary	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

ARTICI Th 1 The	1 The in ar 2 The eme required to the condition of example.	9 A pe Chu appo EiC, that
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	The EiC must meet no less than 10 times in any given calendar year  The Church Secretary must call additional emergency meetings of the EiC if requested to do so by at least 12 members of the EiC  The Church Pastor will act as the Chairperson of the EiC  A quorum is formed when at least 18 members are present at the time the decision is purported to be made  Decision making is by voting, with a majority of two thirds of votes (at least 12 members out of 18)  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	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

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		to time	EIC and may be varied by them from time	role, shall be determined by the BOT and	Pastor, outside of his spiritual leadership	The remaining functions of the Church	of the BOT	The Church Pastor shall not be a member	Charity and approved by the BOT	objects and values as stated by the	accordance with the Charity's mission,	exercise spiritual responsibility in	The Church Pastor and the Deputy shall	he is already a member of the EiC	incumbent a member of the EIC, unless	Pastor does not automatically make the	Appointment to the role of Deputy Church	the BOT and EIC	in the Tasks or Job Description agreed by	Pastor have responsibilities as highlighted	The Church Pastor and Deputy Church		does not attract monthly salary (subject to	This position of Deputy Church Pas	report to the Church Pastor	for the Church Pastor in his absence and		The position of Deputy Church Pastor is	(performance related) by the BOT	monthly salary subject to review	church This is a position that attracts a

## 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
- 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 Chanty
- 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

2 The position of Deputy Church Pastor is hereby created	7	o	Ο	4	ω	2	-4
	Additional responsibilities of the Pastorate shall be defined by the EiC and BOT	The role of the pastorate shall be to drive the Church forward with the Word of God and Prayer Ministration	Nomination into Pastorate shall be made by the EiC, BOT and Head of Units	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	The body shall consist of the Pastor-in-Charge, the Deputy Pastor and 7 other members, preferably also Pastors in the church	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	ARTICLE 6E: THE PASTORATE The group called Pastorate is hereby created

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

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

The BOT and EIC shall consult with members	
stor	
a The sitting of the BOT and EIC shall	
2 Selection Process	
•	
regardless of age	
The Church Pastor is a member of the EiC	
guidelines explicated in the book of 1st	
ix Must comply with the principles and	
years	
member of the Church for at least 5	
viii Must be a fully-fledged and active	
church environment	
and/or leadership experience in a	
vii Must have seven years working	
member	
vi Must be a financially committed	
v Must be spiritually gifted	
qualifications	
Pastoral school to attain the relevant	
Theology or	
prepared to attend a recognised	
ıv ideally have attended or be	
III Must have DBS Clearance	
on a full time basis	
Must be willing to take on the role	
Must be at least 35 years of age	member from the Prophetic Ministry
positions of Church Pastor are	than seven members, with at least one
Some of the Person Specifications for the	made up of at least three but no more
agreed criteria between these two bodies	Pastor and Pastors This committee will be
the sitting of EiC and BOT, based on the	Committee to be responsible for the
1 The Church Pastor shall be appointed by	based on agreed criteria, a Selection
PASTOR	1 There shall be appointed by the BOT,

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
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	a There shall be a joint meeting of all Heads
	2 Selection Process
	Timothy Chapter 3
	guidelines explicated in the book of 1st
	ix Must comply with the principles and
_	member of the Church for at least 5 years
	viii Must be a fully-fledged and active
	church environment
	leadership experience, preferably in a
	vii Must have seven years working and/or
	vi Must be a financially committed member
	v Must be spiritually gifted
	qualifications
	Pastoral school to attain the relevant
	attend a recognised Theology or
	iv Ideally have attended or be prepared to
	III Must have CRB Clearance
	time basis
	Must be willing to take on the role on a full
	☐ Must be at least 35 years of age
	are
	positions of Church Pastor and Pastors
	Some of the Person Specifications for the
process	
successful candidate during the selection	
position of Church Pastor, unless he is the	
4. The Deputy Pastor does not have an automatic right to assume the substantive	
stage	
position and will not be remunerated at this	
Pastor" may be one of the candidates for the	
the Pactorate as "Interim Dactor" The "Interim	

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

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

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

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

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

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

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

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

e Has been found guilty of gross misconduct	
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	
c Resigns from the Elders in Council by notice to the Charity	
b Becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs,	
a Ceases to be a member of the Charity,	
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	
	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 g. Has been found guilty of gross misconduct.

		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
		4 In the case of an equality of opinions, the
	five (5) Trustees	least three Trustees  3 Questions arising at a meeting must be
ng of least	2 The BOT Secretary must call a meeting of the Trustees if requested to do so by at least	2 The secretary must call a meeting of the Trustees if requested to do so by at
		1 The Trustees may regulate their proceedings as they think fit, subject to the
		Article 10: Proceedings of Trustees
	misconduct	
gross	ound guilty of	
	to the Charity	
otice	c Resigns from the position by notice	
IS OF	managing and administering his	
ry of	mental disorder, illness or injury of	
n of		
the	a Ceases to be a member of	
	or she	
f he	1 The Church Pastor/Deputy Church Pastor shall cease to hold office if he	
	CHURCH PASTOR	
ਸ <b>ੋ</b>	REMOVAL OF CHURCH PASTOR/DEPUTY	
5	ABTICLE SB. DISCHIAL ISICATION AND	

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

such delegation must be recorded in	such delegation must	
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		

	United Kingdom shall not be entitled to
	only a postal address that is not within the
	address with the Charity or who registers
	7 A member who does not register an
	communications to the member's address
	d By giving it using electronic
	or
	c By leaving it at the address of the member,
	her address, or
	addressed to the member at his or
	b By sending it by post in a prepaid envelope
	a Personally, or
	member either
	6 The Charity may give any notice to a
	b b Given using electronic
	a In writing, or
	person must be
	and Articles to be given to or by any
	5 Any notice required by this Memorandum
	the beneficiaries of the Charity
	has materially prejudiced a member or
	unless it is shown that the failure or defect
	procedural defect in the meeting
	any Trustee or member or by reason of any
	reason of the failure to give notice to
	in general meetings shall be invalidated by
	committee of the Trustees, the Charity
	4 No resolution or act of the Trustee, any
	otherwise have been void
	committee of Trustees if the resolution would
	resolution of the Trustees or of a
	may be conferred upon him or her by a
	permit a Trustee to keep any benefit that
	3 Sub-clause (1) of this Article does not

Regarding Church signatories     a All cheques, promissory notes, bills	4 Regarding Church signatories a All cheques, promissory notes, bills of
	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 Charites
f The report to Company's House and HM Revenue & Customs	2 Accounts must be prepared in accordance with the provisions of any
Commission, e The preparation of an annual return and its transmission to the Commission	transmission to the Commission
d The preparation of an annual report and its transmission to the	
statements of account for the Charity, c The transmission of the statements	account for the Charity,  c The transmission of the statements of
The keeping of accounting rer the Charity,	a The keeping of accounting records for the Charity,
1 The Trustees must comply with their obligations under the Charities Act 1993 with regard to	1 The Trustees must comply with their obligations under the Charities Act 1993 with regard to
	Article 13: Returns, Accounts & Registered Particulars
	overruled or ruled not well-taken

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

A	
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	
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	

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

b By transfer to any Charity or charities for purposes the same as or similar to the Charity,	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	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 available to members upon request available in the Disciplinary Schedule	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 of the Charity
		ust make the by-laws on request	

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

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