

**ARTICLES OF ASSOCIATION**  
**OF**  
**CHURCHES TOGETHER IN BRITAIN AND IRELAND**

*Incorporated on 22<sup>nd</sup> December 2005*  
*As amended by special resolutions dated 3 May 2007, 22<sup>nd</sup> September 2009*  
*and 5<sup>th</sup> May 2011*

Company No: 5661787  
Charity No: 1113299

**Stone King LLP**  
**Solicitors**

13 Queen Square  
BATH BA1 2HJ  
Tel. 01225 337599 Fax. 01225 335437

16 St John's Lane  
London EC1M 4BS  
Tel. 020 7796 1007 Fax. 020 7796 1017

**e-mail: [aw@stoneking.co.uk](mailto:aw@stoneking.co.uk)**

**COMPANIES ACTS 1985, 1989 AND 2006**

**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**CHURCHES TOGETHER IN BRITAIN AND IRELAND**

**1. MEMBERSHIP**

1.1 The number of Guarantee Members with which the Charity proposes to be registered is unlimited

1.2 The Charity must maintain a register of Guarantee Members

1.3 The Guarantee Members of the Charity shall be the subscribers to the memorandum, and thereafter any persons listed under article 1.4:

**1.4 GUARANTEE MEMBERS**

There will be three classes of Guarantee Members, for those who shall agree to become a Guarantee Member and not an Associate Member of the Charity:

1.4.1 **Class A Members:** the National Ecumenical Bodies and the Irish Ecumenical Bodies

**Rights:** to nominate Trustees and vote at general meetings. But not to vote in the appointment and removal of Trustees appointed under article 3.4 and 3.5

1.4.2 **Class B Members:** the Churches approved by Special Resolution of the Class A and B Members present and voting at a general meeting

**Rights:** to propose Trustees to the Nominations Committee and to vote at general meetings

1.4.3 **Class C Members:** Other agencies, ecumenical bodies and associations approved by Special Resolution of the Class A and B Members present and voting at a general meeting

**Rights:** to attend and speak at general meetings only. They shall not have voting rights

**1.5 ASSOCIATE MEMBERS**

There will be two classes of Associate Membership, for those who shall agree to become an Associate Member and not a Guarantee Member of the Charity

1.5.1 **Class A Associate Members:** the National Ecumenical Bodies, and the Irish Ecumenical Bodies

**Rights:** to nominate Trustees and to attend and speak at general meetings only. They shall not have voting rights.

1.5.2 **Class B Associate Members:** the Churches approved by Special Resolution of the Class A and B Members present and voting at a general meeting

**Rights:** to attend and speak at general meetings only. They shall not have voting rights

1.6 A member may not be a member of more than one category of membership

1.7 The Trustees may when they consider that continuing membership may be harmful to the charity, suspend a member provided that such suspension shall be debated at an EGM called within 2 months of such suspension

1.8 The Trustees may set the amounts of any subscriptions or other financial contributions according to classes of membership or otherwise

1.9 Membership is terminated if the member concerned

1.9.1 gives written notice of resignation to the Charity

1.9.2 the member being an incorporated or unincorporated body is dissolved

- 1.9.3 is 2 years in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due)
- 1.9.4 is removed from membership by Special Resolution of Class A and B Members present and voting at a general meeting, on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)
- 1.10 Membership of the Charity is not transferable
- 1.11 Any organisation which is a member of the Charity may by resolution of its council or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Charity, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which he or she represents as the organisation could exercise if it were an individual member of the Charity
- 1.12 **Variation of Class Rights**  
The rights contained in articles 1.4 and 1.5 may be changed by special resolution of the Charity, without the need to hold a meeting for each class of membership
2. **GENERAL MEETINGS OF MEMBERS**
- 2.1 **Right to attend/Notice**  
Members are entitled to attend general meetings. General meetings are called on at least 14 clear days (or such other longer period as specified by the Companies Acts) written notice specifying the business to be discussed and notifying members of their right to appoint a proxy
- 2.2 **Quorum**  
2.2.1 No business shall be transacted at any meeting unless a quorum is present  
2.2.2 There is a quorum at a general meeting if the number of members present in person or by proxy or by duly authorised representative is at least 2 Class A Members and 6 Class B Members
- 2.3 **Moderator of the Meeting**  
The Moderator or (if the Moderator is unable or unwilling to do so) some other Trustee elected by those present presides at a general meeting
- 2.4 **Adjournment**  
The Moderator may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice
- 2.5 **Voting: general**  
2.5.1 a resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is taken on it in accordance with these Articles  
2.5.2 except where otherwise provided by these Articles or the Companies Acts every issue is decided by a majority of the votes cast  
2.5.3 except for the Moderator of the meeting, who has a second or casting vote, every Class A and B Member present in person or by proxy or (being an organisation) by duly authorised representative or by proxy, unless the proxy or the duly authorised representative is himself or herself a member entitled to vote, has one vote on each issue  
2.5.4 no objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection

made in due time shall be referred to the Moderator whose decision shall be final and conclusive.

## 2.6 **Poll Votes**

2.6.1 a poll on a resolution may be demanded:

- (A) in advance of the general meeting where it is to be put to the vote, or
- (B) at a general meeting, either before a show of hands on that resolution, or immediately after the result of a show of hands on that resolution is declared

2.6.2 a poll may be demanded by:

- (A) the Moderator
- (B) two or more persons having the right to vote on the resolutions, or
- (C) a person or persons representing not less than one tenth of the total voting rights of all the members having a right to vote on the resolution

and a demand by a person as proxy or duly authorised representative for a member having a right to vote shall be the same as a demand by the member

2.6.3 A demand for a poll maybe withdrawn if:

- (A) the poll has not yet been taken, and
- (B) the Moderator consents to the withdrawal

2.6.4 polls must be taken immediately and in such manner as the Moderator directs

## 2.7 **Appointment of Proxies**

2.7.1 a member is entitled to appoint the Moderator or another person as proxy to exercise all or any of the member's rights to attend and to speak and vote (by show of hands or poll) at a general meeting of the Charity

2.7.2 proxies may only validly be appointed by a notice in writing (a "**Proxy Notice**") which:

- (A) states the name and address of the member appointing the proxy
- (B) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed
- (C) is executed by or on behalf of the member appointing the proxy, and
- (D) is delivered to the Charity in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate

2.7.3 the Charity may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes

2.7.4 Proxy Notices may specify how the proxy appointed under them is to vote (or the proxy is to abstain from voting) on one or more resolutions

2.7.5 unless a Proxy Notice indicates otherwise, it must be treated as:

- (A) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
- (B) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

2.7.6 a person acting as proxy for more than one member may cast the vote of each member for which he acts as proxy (on show of hands or poll)

## 2.8 **Delivery of Proxy Notices**

2.8.1 the Proxy Notice and the power of attorney or other authority if any under which it is signed or a notarially certified copy of that power or authority shall:

- (A) in the case of a Proxy Notice in Hard Copy be deposited at the registered office of the Charity or at such other place within the United Kingdom or the Republic of Ireland as is specified for that purpose in the notice convening the meeting not less than 48 hours

- (excluding bank holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the Proxy Notice proposes to vote; or
- (B) in the case of a Proxy Notice contained in an Electronic Form, where an address has been specified for the purpose of receiving communications by Electronic Means:
- (i) in the notice convening the meeting, or
  - (ii) in any Proxy Notice sent out by the Charity in relation to the meeting, or
  - (iii) in any invitation which is sent by Electronic Means to appoint a proxy issued by the Charity in relation to the meeting,
- be received at such address not less than 48 hours (excluding bank holidays and weekends) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote
- (C) in the case of a poll taken more than 48 hours (excluding bank holidays and weekends) after it was demanded, be deposited, or received, as aforesaid after the poll has been demanded and not less than 24 hours (excluding bank holidays and weekends) before the time appointed for the taking of the poll, or
- (D) where the poll is not taken forthwith but is taken not more than 48 hours (excluding bank holidays and weekends) after it was demanded, be delivered at the meeting at which the poll was demanded to the Moderator or to the Secretary or to any Trustee and a Proxy Notice which is not deposited, delivered or received in a manner so permitted shall be invalid
- 2.8.2 a person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Charity by or on behalf of that person
- 2.8.3 an appointment under a Proxy Notice may be revoked by delivering to the registered office of the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given
- 2.8.4 a notice revoking a Proxy Notice only takes effect if it is delivered before the start of the meeting to which it relates
- 2.8.5 if a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it on the appointor's behalf
- 2.9 **Rights of Attendance**  
A Trustee, Moderator or Secretary shall, notwithstanding that he or she is not a member, be entitled to attend and speak at any general meeting
- 2.10 **Written Resolutions**  
Subject to the provisions of the Companies Acts:
- 2.10.1 A written resolution is passed as an Ordinary Resolution if it is agreed to by members representing a simple majority of the total voting rights of Eligible Members
- 2.10.2 A written resolution is passed as a Special Resolution if it is agreed to by members representing not less than 75 percent of the total voting rights of Eligible Members; and states that it is a Special Resolution
- 2.10.3 A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed by a written resolution
- 2.10.4 A copy of the written resolution must be sent to every Eligible Member together with a statement informing them of the date by which the resolution must be passed if it is not to lapse, and how to indicate their agreement to the resolution

- 2.10.5 A member indicates his or her agreement to a written resolution when the Charity receives from the member an authenticated document identifying the written resolution and indicating his or her agreement to it:
- (A) by the member's signature if the document is in Hard Copy Form; or
  - (B) by the member's signature, or confirmation of the member's identity in a manner specified by the Charity, accompanied by a statement of the member's identity which the Charity has no reason to doubt, if the document is in Electronic Form
- 2.10.6 A written resolution lapses if the required number of agreements has not been obtained by twenty eight days beginning with the Circulation Date of the resolution

## 2.11 **AGMs**

2.11.1 the Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation

2.11.2 at an AGM Class A and B Members:

- (A) receive the accounts of the Charity for the previous financial year
- (B) receive the Trustees' report on the Charity's activities since the previous AGM
- (C) appoint auditors for the Charity
- (D) may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity, and
- (E) discuss and determine any issues of policy or deal with any other business put before them

2.11.3 At an AGM Class B Members:

- (A) accept the retirement of those Trustees who wish to retire or who are retiring by rotation
- (B) elect persons to be Trustees to fill the vacancies arising (subject to articles 3.4 and 3.5 below)
- (C) elect a person to be the Moderator to fill the vacancy as it arises (subject to article 8 below)

## 2.12 **EGMs**

2.12.1 any general meeting which is not an AGM is an EGM

2.12.2 an EGM may be called at any time by the Trustees and must be called within 28 days on a written request (or such other period as specified by the Companies Acts) from at least one Class A Member, or one tenth of the Class B Members

## 3. **THE TRUSTEES**

3.1 The Trustees as charity trustees have control of the Charity and its property and funds

3.2 The first Trustees shall be those named on Companies House Form 10 and they shall retire at the first general meeting of the Charity

3.3 The Trustees shall be:

3.3.1 the Moderator (elected under article 8)

3.3.2 the Treasurer (elected under article 5.1)

3.3.3 up to 5 Trustees elected according to the procedure laid out in article 3.4

3.3.4 10 Trustees elected according to the procedure laid out in article 3.5

3.3.5 up to 5 Trustees elected according to the procedure laid out in article 3.12, or subsequently appointed by the Class A Members and the Class B Members under the procedure laid out in article 3.10

3.4 Each Class A Member and Class A Associate Member shall nominate 1 person to serve as a Trustee. The Class B Members, present in person, by authorised representative or by proxy and voting at a general meeting, shall then elect, by

Ordinary Resolution, those nominated. Should the Class B Members not approve of the person nominated by a Class A Member or a Class A Associate Member, they may request that the Class A Member or Class A Associate Member provides an alternative nomination

- 3.5 Each Class B Member shall propose names of persons to serve as Trustees to the Nominations Committee. The Nominations Committee shall then nominate candidates from those proposed for the approval of the Class B Members. The Class B Members, present in person, by authorised representative or by proxy and voting at a general meeting, shall then elect by Ordinary Resolution 10 Trustees from those nominated by the Nominations Committee. Should the Class B Members not approve of the persons nominated by the Nominations Committee, they may request that the Nominations Committee provides alternative nominations
  - 3.6 The Trustees when complete shall consist of at least 10 but (unless the Class A and B Members otherwise determine by Special Resolution ) shall not exceed 22
  - 3.7 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees
  - 3.8 One-third (or the number nearest one-third) of the Trustees must retire at each AGM those longest in office retiring first and the choice between any of equal service being made according to standing orders drawn up by the Trustees, or if such orders cannot be agreed by drawing lots
  - 3.9 A retiring Trustee shall be eligible for re-election
  - 3.10 No person other than a Trustee retiring by rotation shall be appointed or re-appointed a Trustee at any general meeting unless he or she has been:
    - 3.10.1 nominated under the procedures laid out in articles 3.4, 3.5 or 8.1; or
    - 3.10.2 co-opted by the Trustees under article 3.12
  - 3.11 A Trustee's term of office automatically terminates if he or she:
    - 3.11.1 is disqualified under the Charities Act 1993 from acting as a charity trustee
    - 3.11.2 is incapable, whether mentally or physically, of managing his or her own affairs
    - 3.11.3 is absent from meetings from the longer of thirteen months or three consecutive meetings of the Trustees without a reason acceptable to the Trustees
    - 3.11.4 resigns by written notice to the Trustees (but only if at least 2 Trustees will remain in office)
    - 3.11.5 is removed by Special Resolution passed by the Class B Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views
    - 3.11.6 changes their religious denomination from that under which they were elected
    - 3.11.7 moves outside the nation of the ecumenical body of which they are a nominee
  - 3.12 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or co-opt up to 5 people as additional Trustees, but a co-opted Trustee holds office only until the next AGM. At an AGM, a co-opted Trustee may be appointed for a further term of one year by the Class A Members and the Class B Members, and for future terms of one year at each AGM as those may members decide
  - 3.13 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
4. **PROCEEDINGS OF TRUSTEES**
  - 4.1 The Trustees must hold at least 2 meetings each year
  - 4.2 A quorum at a meeting of the Trustees is 4 Trustees

- 4.3 A meeting of the Trustees may be held either in person or by suitable Electronic Means agreed by the Trustees in which all participants may communicate with all the other participants
- 4.4 The Moderator or (if the Moderator is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 4.6 Except for the Moderator of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## 5. **POWERS OF TRUSTEES**

- The Trustees have the following powers in the administration of the Charity:
- 5.1 to appoint (and remove) any member, or person representing a member, to act as the Treasurer of the Charity. The Treasurer will be ex officio a Trustee of the Charity
  - 5.2 to appoint (and remove) any person (who may be a member or a Trustee) to act as Secretary to the Charity
  - 5.3 to delegate any of their functions to committees consisting of 2 or more individuals appointed by them (all proceedings of committees must be reported promptly to the Trustees)
  - 5.4 to set up non-executive consultative bodies, provided that all proceedings of such bodies are reported to the Trustees
  - 5.5 to make standing orders consistent with the Memorandum, these Articles and the Companies Acts to govern proceedings at general meetings and at meetings of committees and non-executive consultative bodies
  - 5.6 to make rules consistent with the Memorandum, these Articles and the Companies Acts to govern proceedings at their meetings, and at meetings of committees and non-executive consultative bodies
  - 5.7 to make regulations consistent with the Memorandum, these Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any)
  - 5.8 to establish procedures to assist the resolution of disputes within the Charity
  - 5.9 to exercise any powers of the Charity which are not reserved to a general meeting

## 6. **ALTERNATE TRUSTEES**

- 6.1 A Trustee appointed under article 3.4 may appoint any person selected by him or her in consultation with the Class A Member who nominated the Trustee and who is willing to act, to be an alternate Trustee and the Trustee may remove from office an alternate Trustee so appointed by him
- 6.2 An alternate Trustee shall be entitled to receive notice of all meetings of Trustees and of all meetings of committees of Trustees of which his appointor is a member, to attend and vote at any such meeting at which the Trustee appointing him is not personally present and generally to perform all the functions of his appointor as a Trustee in his absence and shall be subject to Clause 5 of the Memorandum.
- 6.3 An alternate Trustee shall cease to be an alternate Trustee if his appointor ceases to be a Trustee; but, if a Trustee retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Trustee made by him which was in force immediately prior to his retirement shall continue after his reappointment



- 6.4 Any appointment or removal of an alternate Trustee shall be by notice to the Charity signed by the Trustee making or revoking the appointment or in any other manner approved by the Trustees
- 6.5 Save as otherwise provided in these Articles, an alternate Trustee shall be deemed for all purposes to be a Trustee and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Trustee appointing him

7. **NOMINATIONS COMMITTEE**

- 7.1 The Nominations Committee shall consist of 5 people appointed by the Class B Members
- 7.2 The Trustees shall make regulations consistent with the Memorandum and these Articles for the operation of the Nominations Committee, and to regulate the number of candidates which each Class B Member may propose

8. **MODERATOR**

- 8.1 The Moderator shall be elected by the Class A Members and the Class B Members present and entitled to vote at a general meeting, from a candidate, or up to 3 candidates, nominated by the Trustees. Should the Class A Members and the Class B Members not approve of the Trustees' candidates, they may request that the Trustees provide alternative candidates
- 8.2 The Moderator will be ex officio a Trustee of the Charity

9. **RECORDS & ACCOUNTS**

- 9.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
  - 9.1.1 annual reports
  - 9.1.2 annual returns and
  - 9.1.3 annual statements of account
- 9.2 The Trustees must keep proper records of:
  - 9.2.1 all proceedings at general meetings
  - 9.2.2 all proceedings at meetings of the Trustees
  - 9.2.3 all reports of committees, and
  - 9.2.4 all professional advice obtained
- 9.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- 9.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within 2 months

10. **MEANS OF COMMUNICATION TO BE USED**

- (In this article "**Document**" includes without limitation a notice, proxy form, guarantee certificate or other information, except where expressly excluded)
- 10.1 Any Document to be given to or by any person pursuant to these Articles must be in writing and sent or supplied in Hard Copy Form or Electronic Form, or (in the case of communications by the Charity) by making it available on a website, to an address for the time being notified for that purpose to the person giving the Document
- 10.2 A Document may only be given in Electronic Form where the recipient has agreed (specifically or generally) that the document or information may be sent in that form, and this agreement has not been revoked
- 10.3 A Document may only be given by being made available on a website if the recipient has agreed (specifically or generally) that the document or information

- may be sent in that form, or if the recipient is deemed to have agreed in accordance with the Companies Acts
- 10.4 The Charity may deliver a Document to a member:
- 10.4.1 by delivering it by hand to the address recorded for the member on the register
  - 10.4.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the address recorded for the member on the register
  - 10.4.3 by fax (except a guarantee certificate) to a fax number notified by the member in writing
  - 10.4.4 by electronic mail (except a guarantee certificate) to an address notified by the member in writing
  - 10.4.5 by a website (except a guarantee certificate) the address of which shall be notified to the member in writing; or
  - 10.4.6 by advertisement in at least two national newspapers
- This article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way
- 10.5 If a Document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the member
- 10.6 If a Document is sent by post or other delivery service not referred to below, it is treated as being delivered:
- 10.6.1 48 hours after it was posted, if first class post was used; or
  - 10.6.2 72 hours after it was posted or given to delivery agents, if first class post was not used
- provided it can be proved conclusively that a Document was delivered by post or other delivery service by showing that the envelope containing the Document was:
- 10.6.3 properly addressed; and
  - 10.6.4 put into the post system or given to delivery agents with postage or delivery paid
- 10.7 If a Document (other than a guarantee certificate) is sent by fax, it is treated as being delivered 48 hours after it was sent
- 10.8 If a Document (other than a guarantee certificate) is sent by electronic mail, it is treated as being delivered 48 hours after it was sent
- 10.9 If a Document (other than a guarantee certificate) is sent by a website (in the case of communications by the Charity), it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website
- 10.10 If a Document is given by advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers
- 10.11 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
- 10.12 A member present in person, by duly authorised representative of an organisation or by proxy at any general meeting of the Charity shall be deemed to have received notice of the meeting, and where necessary of the purpose for which it was called
- 10.13 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 and the Republic of Ireland shall not be entitled to receive any notice from the Charity

## 11. **INDEMNITY**

Subject to the provisions of the Companies Acts every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or her in that capacity in defending any proceedings whether civil or criminal in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is

granted to him or her by the court from liability for negligence default breach of duty or breach of trust in relation to the affairs of the Charity

12. **DISSOLUTION**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here

13. **EXCLUSION OF MODEL ARTICLES**

The model articles if any for a company limited by guarantee are hereby expressly excluded.

14. **INTERPRETATION**

In the Memorandum and in these Articles:

"**ACTS**" stands for Action of Churches Together in Scotland, a charity registered in Scotland under registration number: SC000295, and its successors in title

"**AGM**" means an annual general meeting of the Charity

"**Address**" includes a number or address used for the purposes of sending or receiving documents by Electronic Means

"**these Articles**" means these articles of association

"**Associate Member**" means those classes of membership defined under article 1.5

"**the Charity**" means the company governed by these Articles

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

"**Churches** " means churches, and associations of churches within one Christian tradition, that are in membership with any one or more of the following:

1. National Ecumenical Bodies,
2. Irish Ecumenical Bodies, or
3. the Free Churches' Group.

If any doubt arises as to whether a church or association of churches is entitled to be considered as a Class B Member or Class B Associate Member, a certificate from the body or group to which it purports to be a member shall be deemed sufficient proof

"**Circulation Date**" has the meaning prescribed by the Companies Act 2006

"**Class A Associate Member**" means as defined in article 1.5.1

"**Class B Associate Member**" means as defined in article 1.5.2

"**Class A Member**" means as defined in article 1.4.1

"**Class B Member**" means as defined in article 1.4.2

"**Class C Member**" means as defined in article 1.4.3

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

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

**"the Companies Acts"** means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Charity

**"Conflicted Trustee"** means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person stands to receive a benefit from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity

**"Connected Person"** means, in relation to a Trustee, a person connected with a director within the meaning of the Companies Acts or a person connected with a charity trustee or a trustee for a charity within the meaning of the Charities Act 1993 and 2006

**"CTE"** stands for Churches Together in England, a charity registered in England and Wales under registration number: 1005368, and its successors in title

**"CYTŪN"** stands for Eglwysi Ynghyd Yng Nghymru (Churches Together in Wales), a charity registered in England and Wales under registration number: 246209, and its successors in title

**"document"** includes, unless otherwise specified, any document sent or supplied in Electronic Form

**"EGM"** means an extraordinary general meeting of the Charity

**"Electronic Form"** and **"Electronic Means"** have the meanings respectively prescribed to them in the Companies Act 2006

**"Eligible Member"** has the meaning prescribed by the Companies Act 2006

**"financial expert"** means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000

**"Free Churches' Group"** means the self governing group known by this name, and the assets of which are held by the "Free Church Federal Council (Incorporated)" a company registered in England and Wales (Registered Company Number: 364987). Membership is open to Free Churches operating in England and Wales, subject to the agreement of existing members of the group

**"Guarantee Member"** means classes defined in article 1.4, being members of the Charity having the obligation to contribute £1 towards the costs of dissolution of the Charity under clause 7 of the Memorandum, and being entered in the Charity's register of members

**"Hard Copy"** means sent or supplied in a paper copy or similar form capable of being read

**"Irish Council of Churches"** means the unincorporated charity of this name with offices in Belfast. Membership is open to all Churches operating in Ireland

**"Irish Ecumenical Bodies"** means the Irish Council of Churches and Irish Inter-Church Meeting

**"Irish Inter Church Meeting"** means the unincorporated body of this name, based in Ireland. Membership is open to all Churches operating in Ireland

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

**"member"** and **"membership"** refer to Guarantee Membership and Associate Membership of the Charity

**"Memorandum"** means the Charity's memorandum of association

**"Moderator"** means the chairman of the Trustees elected under article 7; or a member temporarily elected to this role under article 2.4

**"month"** means calendar month

**"National Ecumenical Bodies"** means CTE, ACTS, and CYTÛN

**"Nominations Committee"** means as defined in article 7

**"the Objects"** means the Objects of the Charity as defined in clause 3 of the Memorandum

**"Ordinary Resolution"** means a resolution passed by a simple majority of those voting after 14 days' notice (or such longer period as defined by the Companies Acts)

**"Proxy Notice"** means as defined in article 2.7.2

**"Secretary"** means the Secretary of the Charity, as appointed under article 5.2

**"Special Resolution"** means a resolution passed by a majority of at least 75% of those voting after 14 days' notice (or such longer period as defined by the Companies Acts)

**"taxable trading"** means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, and the profits of which are liable to tax

**"Treasurer"** means the person elected to this role under article 5.1

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

**"written"** or **"in writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied, without limitation by, Hard Copy, Electronic Means or otherwise

**"year"** means calendar year

- 14.1 Expressions defined in the Companies Acts have the same meaning
- 14.2 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it
- 14.3 References to a "person" shall be construed so as to include any individual, firm, company, association, group, church, body or partnership (whether or not having a separate legal personality)

**COMPANIES ACTS 1985, 1989 AND 2006**

**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**CHURCHES TOGETHER IN BRITAIN AND IRELAND**

1. **NAME**  
The name of the Company is Churches Together in Britain and Ireland ("the Charity")
2. **REGISTERED OFFICE**  
The registered office of the Charity is to be in England and Wales
3. **OBJECTS**  
The objects of the Charity are the advancement of the Christian religion, the relief of poverty and the advancement of education and any other purposes which are charitable according to the law of England and Wales ("the Objects")
4. **POWERS**  
The Charity has the following powers which may be exercised only in promoting the Objects:
  - 4.1 To provide a meeting place for churches in England, Ireland, Scotland and Wales, so that they may listen to and appreciate one another in their diversity and increasingly share their talents and traditions, and to assist the work of CTE, ACTS, CYTÚN and the Irish Ecumenical Bodies
  - 4.2 To promote or carry out research
  - 4.3 To provide advice
  - 4.4 To publish or distribute information
  - 4.5 To co-operate with other bodies
  - 4.6 To support, administer or set up other charities, including acting as sole or joint trustee of any charity
  - 4.7 To raise funds (but not by means of taxable trading) and in its discretion to disclaim any particular contribution
  - 4.8 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
  - 4.9 To acquire or hire property of any kind
  - 4.10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
  - 4.11 To make grants or loans of money and to give guarantees provided that where any payment is made to the Treasurer or other proper official of a charity the receipt of such Treasurer or official shall be a complete discharge to the Trustees
  - 4.12 To set aside funds for special purposes or as reserves against future expenditure
  - 4.13 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification) provided that the Charity shall have power to retain any investments donated to it
  - 4.14 To delegate the management of investments to a financial expert, but only on terms that:
    - 4.14.1 the investment policy is set down in writing for the financial expert by the Trustees
    - 4.14.2 every transaction is reported promptly to the Trustees

- 4.14.3 the performance of the investments is reviewed regularly with the Trustees
- 4.14.4 the Trustees are entitled to cancel the delegation arrangement at any time
- 4.14.5 the investment policy and the delegation arrangement are reviewed at least once a year
- 4.14.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
- 4.14.7 the financial expert must not do anything outside the powers of the Trustees
- 4.15 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required
- 4.17 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.18 Subject to clause 5 to employ paid or unpaid agents staff or advisers
- 4.19 To enter into contracts to provide services to or on behalf of other bodies
- 4.20 To establish subsidiary companies to assist or act as agents for the Charity
- 4.21 To pay the costs of forming the Charity
- 4.22 To do anything else within the law which promotes or helps to promote the Objects

## 5. **BENEFITS TO MEMBERS AND TRUSTEES**

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but:
  - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; andSubject to compliance with clause 5.4
  - 5.1.2 members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity
  - 5.1.3 members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
  - 5.1.4 individual members and Connected Persons who are beneficiaries may receive charitable benefits in that capacity
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
  - 5.2.1 as mentioned in clauses 4.17, 5.1.2, 5.1.3, 5.1.4 or 5.3
  - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
  - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
  - 5.2.4 payment to any company in which a Trustee or a Connected Person has no more than a 1 percent shareholding; or
  - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance and subject where required by the Companies Acts to the approval or affirmation of the members)
- 5.3 No Trustee or Connected Person may be employed by the Charity except in accordance with clause 5.2.5, but any Trustee or Connected Person may enter into a written contract with the Charity (stating the maximum to be paid), as

- permitted by the Charities Act 1993 to supply goods or services in return for a payment or other material benefit but only if:
- 5.3.1 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract
  - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4; and
  - 5.3.3 no more than one third of the Trustees are subject to such a contract in any financial year
- 5.4 Subject to Clause 5.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 5.4.1 declare the nature and extent of his or her interest at or before discussion begins on the matter
  - 5.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees
  - 5.4.3 not be counted in the quorum for that part of the meeting; and
  - 5.4.4 be absent during the vote and have no vote on the matter
- 5.5 When any Trustee is a Conflicted Trustee, the Trustees present at a meeting who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee:
- 5.5.1 to continue to participate in discussions leading to the making of a decision and or to vote, or
  - 5.5.2 to disclose information confidential to the Charity to a third party, or
  - 5.5.3 to take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity, or to refrain from taking action designed to remove the conflict
- 5.6 A Conflicted Trustee who obtains (other than through his position as Trustee) information that is confidential to a third party, shall not be in breach of his or her duties to the Charity if he or she declares the conflict in accordance with Clause 5.4 and then withholds such confidential information from the Charity
- 5.7 For any transaction or arrangement authorised under clauses 4.17, 5.1.2 to 5.1.4, 5.2 and 5.3, the Trustee's duty under the Act to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of clause 5.4 have been followed
- 5.8 Trustees once appointed are to be independent of organisations nominating them
- 5.9 This clause may not be amended without the prior written consent of the Commission
6. **LIMITED LIABILITY**  
The liability of members is limited
7. **GUARANTEE**  
Every Guarantee Member promises if the Charity is dissolved while he she or it remains a Guarantee Member or within 12 months afterwards to contribute up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a Guarantee Member
8. **DISSOLUTION**
- 8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be distributed, in such proportions as the Trustees shall agree, amongst CTE, ACTS and CYTÛN and the Irish Council of Churches provided they are charitable



If neither of these charities exists then the assets must be applied in one or more of the following ways:

- 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
  - 8.1.2 directly for the Objects or charitable purposes within or similar to the Objects
  - 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance
- 8.2 A final report and statement of account must be sent to the Commission

9. **INTERPRETATION**

- 9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum
- 9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

**We wish to be formed into a company under this Memorandum of Association**

Name address and Occupation of subscribers	Signature of Subscribers	Date	Signature of Witness and Witness name address and occupation
<p>Revd Bill Snelson Duly authorised by the Trustees to sign for and on behalf of Churches Together in England (Charity Registered in England and Wales No.:1005368)</p>	<p><i>William Snelson</i></p>		<p><i>David Goodbourn</i>  David Goodbourn Theological Educator</p>
<p>Sylvia Scarf Duly authorised by the Trustees to sign for and on behalf of Eglwysi Ynghyd Yng Nghymru (Churches Together in Wales) (Charity Registered in England and Wales No.: 248209)</p>	<p><i>Sylvia Scarf</i></p>		<p><i>M Ball</i>  Michael Ball 170 Nantgarn Rd Caerphilly CF83 1BQ  Baptist Minister (Rtd)</p>
<p>Dr Alison Elliot Duly authorised by the Trustees to sign for and on behalf of Action of Churches Together in Scotland (Charity registered in Scotland No: SC000295)</p>	<p><i>Alison Elliot</i></p>		<p><i>Kevin Franz</i>  Kevin Franz 14 Comely bank Perth  General secretary</p>