

# CONSTITUTION FOR AN INDEPENDENT CHURCH

*(Adopted on the                      day of                      200 )*

## 1 INTERPRETATION

In this Constitution:

1.1 'AGM' means an annual general meeting of the Members;

'the Chair' means the person appointed by the Trustees to preside at their meetings;

'Charity Trustees' has the meaning prescribed by section 97(1) of the Charities Act 1993 as amended;

'the Church' means the congregation established for the purposes set out in Clause 3 whose members are admitted pursuant to Clause 4 together with the property of the congregation;

'Clear Day' means 24 hours from midnight following the relevant event;

'the Commission' means the Charity Commission for England and Wales;

'EGM' means a general meeting of the Members which is not an AGM;

'Financial Year' means the Church's financial year;

'firm' includes a limited liability partnership;

'General Meeting' means an AGM or an EGM;

'holding trustee' means an individual or corporate body responsible for holding the title to property but not authorised to make any decisions relating to its use, investment or disposal;

'Independent Examiner' has the meaning prescribed by section 43(3)(a) of the Charities Act 1993 as amended;

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

'Member' and 'Membership' refer to membership of the Church;

'months' means calendar months;

'the Objects' means the charitable objects of the Church set out in clause 3;

'the Spiritual Leadership' means the body of persons recognised by the Church as having responsibility and authority within the Church for its spiritual leadership;

['Statement of Beliefs' means the statement of beliefs which appears in the Schedule to this Constitution;]

'Trustee' means a member of the governing body of the Church and 'Trustees' means the members of the governing body; and

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

- 1.2 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.

## **2 NAME**

The name of the Church is *[NAME]* (or any other name chosen by resolution of the Trustees).

## **3 OBJECTS**

3.1 The Objects of the Church are, for the public benefit:-

3.1.1 to advance the Christian faith [in accordance with the Statement of Beliefs] in such ways and in such parts of the United Kingdom or the world as the Trustees from time to time may think fit;

3.1.2 to relieve sickness and financial hardship and to promote and preserve good health by the provision of funds, goods or services of any kind, including through the provision of counselling and support in such parts of the United Kingdom or the world as the Trustees from time to time may think fit; and

3.1.3 to advance education in such ways and in such parts of the United Kingdom or the world as the Trustees from time to time may think fit.

3.2 The Trustees must use the income and may use the capital of the Church in promoting the Objects.

## **4 MEMBERSHIP**

4.1 Membership is open to any individual interested in promoting the Objects who:-

- 4.1.1 [subscribes and adheres to, in belief and lifestyle, the Statement of Beliefs];
- 4.1.2 applies to the Church in the form required by the Trustees; and
- 4.1.3 is approved by the Trustees.
- 4.2 The Trustees must keep a register of the names and addresses of Members which must be made available to any Member upon request.
- 4.3 Each Member shall have one vote save that Members under the age of 18 years shall not be entitled to vote.
- 4.4 Membership shall be terminated immediately if the Member concerned:-
  - 4.4.1 gives written notice of resignation to the Church;
  - 4.4.2 dies;
  - 4.4.3 is removed from membership by a resolution of the Trustees, passed by at least a two-thirds majority of those present and voting. A resolution to remove a Member from membership may only be passed if:-
    - 4.4.3.1 the Member has been given at least 14 days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and
    - 4.4.3.2 the Member is advised of his or her entitlement to put forward any written representations for consideration by the Trustees to be received by them at least 3 Clear Days before the meeting at which the resolution is to be proposed.
  - 4.4.4 [ceases, in the reasonable opinion of the Trustees, to subscribe or adhere to, in belief and lifestyle, the Statement of Beliefs and the Trustees resolve by at least a two-thirds majority of those present and voting that he/she should be removed from membership provided that the process set out in clause 4.4.3 is followed in every case.]
- 4.5 Membership of the Church is personal and not transferable.

## **5 GENERAL MEETINGS**

- 5.1 An AGM must be held in every year save that the first AGM may be held at any time within 18 months after the adoption of this Constitution.
- 5.2 At an AGM the Members will:
  - 5.2.1 receive the accounts of the Church for the previous Financial Year;
  - 5.2.2 receive the report of the Trustees on the Church's activities since the previous AGM;

- 5.2.3 accept the retirement of those Trustees who wish to retire or are retiring by rotation;
  - 5.2.4 elect Trustees to fill the vacancies arising;
  - 5.2.5 appoint an auditor or Independent Examiner for the Church; and
  - 5.2.6 discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 5.3 Members must attend General Meetings in person. General Meetings shall be called either by at least 14 Clear Days' written notice being given to the Members or by means of verbal notice being given at each service of public worship held on each of the two Sundays preceding the date set for the General Meeting. In both cases an indication of the business to be transacted at the General Meeting must be given.
- 5.4 There is a quorum at a general meeting if the number of Members personally present is at least *[number]*, or *[one-third]* of the Members if greater. No business may be transacted unless a quorum is present.
- 5.5 The Chair or (if the Chair is unable or unwilling to do so) some other Member elected by those present presides at a General Meeting.
- 5.6 Except where otherwise provided by this Constitution, every issue at a General Meeting is determined by a simple majority of votes cast by the Members present in person.
- 5.7 Except for the chairman of the meeting, who in the case of an equality of votes has a second casting vote, every Member present in person is entitled to one vote on every issue.
- 5.8 Any general meeting which is not an AGM is an EGM.
- 5.9 An EGM may be called at any time by the Trustees and must be called within 21 Clear Days after a written request to the Trustees from at least *[number]* Members.

## 6 THE TRUSTEES

- 6.1 The Trustees as Charity Trustees are responsible for the management and administration of the Church's property and funds in accordance with this Constitution.
- 6.2 The minimum number of Trustees is three individuals but there is no maximum. [All Trustees must be Members of the Church.] [All trustees must subscribe and adhere to, in belief and lifestyle, the Statement of Beliefs.]
- 6.3 The first Trustees shall be those persons elected as Trustees at the meeting at which this Constitution is adopted.
- 6.4 Future Trustees are to be elected at an AGM. 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 by drawing lots.

- 6.5 A retiring Trustee who remains qualified may be re-elected.
- 6.6 Every Trustee after election or re-election must sign a declaration of willingness to act as a Charity Trustee of the Church before he or she may vote at any meeting of the Trustees.
- 6.7 A Trustee ceases to be a Trustee if he or she:
  - 6.7.1 is or becomes disqualified under the Charities Act 1993 as amended or any other legislation from acting as a Charity Trustee or trustee for a charity;
  - 6.7.2 is incapable, whether mentally or physically, of managing his or her own affairs;
  - 6.7.3 is absent from *[number]* consecutive meetings of the Trustees and a two-thirds majority of the Trustees resolve that he or she be removed;
  - 6.7.4 *[ceases to be a Member]*;
  - 6.7.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
  - 6.7.6 is removed for good and sufficient reason by a resolution passed by at least two-thirds of the other Trustees after they have invited the views of the Trustee concerned and considered the matter in the light of any such views *[including (without limitation) if he or she ceases in the reasonable opinion of the other Trustees to subscribe or adhere to, in belief and lifestyle, the Statement of Beliefs]*.
- 6.8 A retiring Trustee is entitled to an indemnity from the continuing Trustees at the expense of the Church in respect of any liabilities properly incurred while he or she held office.
- 6.9 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 of the Trustees.
- 6.10 The first Spiritual Leadership comprises *[identify individuals by name]* and they shall appoint their successors.
- 6.11 The spiritual leadership of the Church shall rest with the Spiritual Leadership. If there are Trustees who are not members of the Spiritual Leadership then their role shall be confined to the management and administration of the Church in accordance with the provisions of this Constitution and of the general law.
- 6.12 The Trustees of the Church shall fulfil their legal duties having due regard to the spiritual direction of the Church as set from time to time by the Spiritual Leadership acting always in accordance with the requirements of this Constitution and the general law.

## **7 DUTY OF CARE AND EXTENT OF LIABILITY**

When exercising any power (whether given to them by this Constitution or by statute or by any rule of law) in administering or managing the Church each of the Trustees must use the level of care and skill that is reasonable in the circumstances, taking into account any special knowledge or experience that he or she has or claims to have (“the duty of care”). No Trustee and no-one exercising powers or responsibilities that have been delegated by the Trustees shall be liable for any act or failure to act unless, in acting or failing to act, he or she has failed to discharge the duty of care.

## **8 PROCEEDINGS OF TRUSTEES**

- 8.1 The Trustees must hold at least [4] meetings each year. Trustees’ meetings may be called by any Trustee.
- 8.2 A quorum at a meeting is [2 or one-half] of the Trustees for the time being [whichever is the greater number].
- 8.3 A meeting 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.
- 8.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 8.5 Except where otherwise provided in this Constitution, every issue may be determined by a simple majority of the votes cast at a meeting of the Trustees. A resolution which is in writing and 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.
- 8.6 Except for the chair of the meeting, who in the case of an equality of votes has a second or casting vote, every Trustee has one vote on each issue.
- 8.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Trustees.
- 8.8 A Trustee shall not be counted in the quorum present when any decision is to be made about a matter upon which the Trustee is not entitled to vote because of a conflict of interests.
- 8.9 If the number of Trustees is less than the number fixed as the quorum for Trustees’ meetings the continuing Trustees may act only to call a General Meeting.

## **9 POWERS OF TRUSTEES**

The Trustees must manage the affairs of the Church and they shall have the following powers in furtherance of the Objects (but not for any other purpose):

- 9.1 to appoint a Chair, [a Secretary,] a Treasurer and other honorary officers;

- 9.2 to delegate any of their functions to committees consisting of two or more individuals appointed by them (provided that all proceedings of committees must be reported promptly to the Trustees);
- 9.3 to make rules or regulations consistent with this Constitution to govern proceedings at general meetings, proceedings of committees and the administration of the Church (including the operation of bank accounts and the commitment of funds);
- 9.4 to resolve, or establish procedures to assist the resolution of, disputes within the Church;
- 9.5 to exercise any powers of the Church which are not reserved to a General Meeting;
- 9.6 to arrange or join in arranging and providing for the holding of worship services, meetings, seminars, conferences, and training courses;
- 9.7 to establish and run educational institutions;
- 9.8 to promote or carry out research;
- 9.9 to provide advice;
- 9.10 to publish or distribute information;
- 9.11 to co-operate with other bodies;
- 9.12 to support, administer or set up other charities;
- 9.13 to raise funds (but not by means of taxable trading);
- 9.14 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993 as amended);
- 9.15 to acquire or hire property of any kind;
- 9.16 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993 as amended);
- 9.17 to make grants or loans of money and to give guarantees;
- 9.18 to set aside funds for special purposes or as reserves against future expenditure;
- 9.19 to deposit or invest funds in any lawful manner;
- 9.20 to delegate the management of investments in accordance with the provisions of the Trustee Act 2000;
- 9.21 to insure the property of the Church against any foreseeable risk and take out other insurance policies to protect the Church when required;

- 9.22 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);
- 9.23 to pay reasonable fees to any nominee or holding trustee;
- 9.24 subject to clause 10, to employ or otherwise engage the services of agents, staff or advisers;
- 9.25 to enter into contracts to provide services to or on behalf of other bodies;
- 9.26 to pay the costs of forming the Church; and
- 9.27 to do anything else within the law which promotes or helps to promote the Objects.

## **10 APPLICATION OF FUNDS AND PROPERTY**

- 10.1 The Trustees may employ or engage under a contract for services such of their number or any person connected to a trustee (as defined in clause 10.6) as they may determine provided that:
  - 10.1.1 the Trustees in each case are satisfied that it is in the interests of the Church to employ or engage under a contract for services the Trustee or connected person concerned ;
  - 10.1.2 the Trustees are in each case satisfied that the terms of employment or engagement are reasonable in respect of the employment or of the services provided and are subject to regular and objective review; and
  - 10.1.3 the procedure set out in clause 10.6 is followed on each occasion.
- 10.2 Provided that no person is remunerated for services as a charity trustee or trustee for a charity, a Trustee or person connected to a Trustee who possesses specialist skills or knowledge and any firm or company of which such a Trustee or connected person is a member, consultant, partner, trustee, officer or employee, may charge and be paid reasonable fees for goods or services supplied to the Church on the instructions of the other Trustees (but only if the Trustees are satisfied that the requirements set out in clause 10.1 are met.
- 10.3 At no time may a majority of Trustees benefit directly or indirectly from payments made under clauses 10.1 and 10.2. For the purposes of this clause 10 a payment to the spouse or a dependent relative of a Trustee shall be considered to be a payment to the Trustee.

- 10.4 Subject to clause 10.3, a person may be appointed as a Trustee notwithstanding that he or she is employed or otherwise engaged by the Church and receives remuneration in that capacity.
- 10.5 No Trustee nor any person connected with a Trustee may receive from the Church any payment of money or other material benefit (whether direct or indirect) except:-
- 10.5.1 under clauses 9.22 (indemnity insurance), 10.1 and 10.2 (employment or engagement and fees);
  - 10.5.2 reimbursement of reasonable out of pocket expenses (including hotel and travel costs) actually incurred in the administration of the Church;
  - 10.5.3 interest at a reasonable rate on money lent to the Church;
  - 10.5.4 a reasonable rent or hiring fee for property let or hired to the Church;
  - 10.5.5 an indemnity in respect of any liabilities properly incurred in or about the administration of the Church (including the costs of a successful defence to criminal proceedings);
  - 10.5.6 benefits received by the Trustee as a Member where such benefits are no different to those received by other Members; and
  - 10.5.7 in exceptional cases, other payments or benefits (but only with the prior written approval of the Commission).
- 10.6 Whenever a Trustee or a person connected to a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or any committee, the Trustee or connected person concerned must:
- 10.6.1 declare an interest before discussion on the matter begins;
  - 10.6.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
  - 10.6.3 not be counted in the quorum during that part of the meeting; and
  - 10.6.4 withdraw during the vote and have no vote on the matter.
- For the purpose of this clause 10 a person is connected with a Trustee if that person is:-
- 10.6.5 a child, parent, grandchild, grandparent, brother or sister of the Trustee; or
  - 10.6.6 a spouse of the Trustee or any person falling within sub-clause 10.7.1 above.
- 10.7 Funds which are not required for immediate use or which will be required for use at a future date must be placed on deposit or invested in accordance with clause 9.19 until needed.
- 10.8 Investments and other property of the Church may be held:

- 10.8.1 in the names of the Trustees;
- 10.8.2 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 on their instructions;
- 10.8.3 in the name of a trust corporation as a holding trustee for the Church which must be appointed (and may be removed) by deed executed by the Trustees; or
- 10.8.4 in the case of land, by the Official Custodian for Charities under an order of the Commission or the Court.

## **11 RECORDS AND ACCOUNTS**

- 11.1 The Trustees must comply with the requirements of the Charities Act 1993 as amended as to the keeping of financial records, the audit or independent examination of accounts and the preparation and transmission to the Commission of:
  - 11.1.1 annual returns;
  - 11.1.2 annual reports;
  - 11.1.3 annual statements of account; and
  - 11.1.4 confirmation of changes to the Trustees and of any details about the Church recorded in the Central Register of Charities.
- 11.2 The Trustees must keep proper records of:
  - 11.2.1 all proceedings at general meetings;
  - 11.2.2 all proceedings at meetings of the Trustees;
  - 11.2.3 all reports of committees; and
  - 11.2.4 all professional advice obtained
- 11.3 Financial records, annual reports and statements of account relating to the Church for at least the previous six years must be available for inspection by any Trustee.
- 11.4 A copy of the latest available statement of account for the Church must be supplied to any person who makes a written request and pays the Trustees' reasonable costs (as required by the Charities Act 1993 as amended).

## **12 NOTICES**

- 12.1 Notices under this Constitution must be given in writing or electronically and may be delivered by hand, by post or by suitable electronic means save that notices of a General Meeting may be given verbally pursuant to clause 5.3.
- 12.2 The address at which a Member is entitled to receive notices is the address noted in the register of members (or, if none, the last known address).
- 12.3 Any notice given in accordance with this Constitution is to be treated for all purposes as having been received:
- 12.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 12.3.2 two Clear Days after being sent by first class post to that address;
  - 12.3.3 three Clear Days after being sent by second class post or overseas post to that address;
  - 12.3.4 immediately on being handed to the Member personally or when delivered verbally in accordance with clause 5.3; or
  - 12.3.5 as soon as the Member acknowledges actual receipt, if sooner.
- 12.4 A technical defect in the giving of notice of which the Members or the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **13 AMENDMENTS**

- 13.1 This Constitution may be amended at a General Meeting provided that:-
- 13.1.1 No amendment may be made to this clause that would have the effect of making the Church cease to be a charity at law or to alter the Objects if the change would not be within the reasonable contemplation of the members or donors to the Church; and
  - 13.1.2 Clauses 3.1, 10.1, 10.2, 10.3, 10.5, 10.6, 13 and 15 may not be amended without the prior written consent of the Commission.
- 13.2 Any other provision of this Constitution may be amended provided Members are given 21 Clear Days' notice and resolve by not less than a two-thirds majority of the Members present and voting and the resolution is confirmed by a resolution passed by a majority of the Spiritual Leadership.
- 13.3 A copy of any resolution amending this Constitution must be sent to the Commission within 21 days of it being passed.

## **14 INCORPORATION**

- 14.1 The Members may at a General Meeting authorise the Trustees to transfer the assets and liabilities of the Church to a corporate entity established for exclusively charitable purposes that are the same as or similar to the Objects and of which the Members will be entitled to be members.
- 14.2 On a transfer under clause 14.1 the Trustees must ensure that all necessary steps are taken as to:
- 14.2.1 the transfer of land and other property;
  - 14.2.2 the novation of contracts including contracts of employment and transfer of pension rights; and
  - 14.2.3 the trusteeship of any property held for special purposes.

## **15 DISSOLUTION**

- 15.1 If at any time the Members at a General Meeting decide by a three-quarters majority of the Members present and voting to dissolve the Church and such resolution is confirmed by a resolution of the Spiritual Leadership then the Trustees will remain in office as Charity Trustees and will be responsible for the orderly winding up of the Church's affairs.
- 15.2 After making provision for all outstanding liabilities of the Church, the Trustees must apply the remaining property and funds in one or more of the following ways:
- 15.2.1 directly for the Objects;
  - 15.2.2 by transfer to any charity or charities established for exclusively charitable purposes that are the same as or similar to the Objects; or
  - 15.2.3 in such other manner as the Commission may approve in writing in advance.
- 15.3 A final report and statement of account relating to the Church must be sent to the Commission.

ADOPTED AT A MEETING HELD AT *[PLACE]* ON *[DATE]*

SIGNED

Name .....

Signature .....

*[name and signature of chairman of meeting]*

WITNESSED

Name .....

Address .....

.....

Occupation .....

Signature .....

*[name, address, occupation and signature of witness]*

**[SCHEDULE  
STATEMENT OF BELIEFS]**