

Company No:

Charity No:

**Memorandum and Articles
of Association**

of

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

THE COMPANIES ACT 2006

Incorporated

[date]

MEMORANDUM OF ASSOCIATION OF



A COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the Company.

Name of each subscriber

Authentication by each subscriber

Dated:

ARTICLES OF ASSOCIATION OF
[NAME OF CHURCH]
A COMPANY LIMITED BY GUARANTEE NOT
HAVING A SHARE CAPITAL

PART A. INTRODUCTION

1 INTERPRETATION

1.1 In these Articles:-

“the Act”	means the Companies Act 2006
“AGM”	means an annual meeting of the Church
“Articles”	Means these articles of association
“Beneficiaries”	Means those persons who may benefit from the charitable activities of the Church
“Chair”	means chair of the Trustees
“the Church”	means the company governed by these Articles
“Charity Trustee”	has the meaning prescribed by section 97(1) of the Charities Act 1993 as amended
“Clear Day”	means 24 hours from midnight following the relevant event
“the Commission”	means the Charity Commission for England and Wales
“Companies House”	means the office of the Registrar of Companies
“EMG”	means an extraordinary general meeting of the Church
“General Meeting”	means an AGM or an EGM

“Material Benefit”	means a benefit which may not be financial but has a monetary value
“Member” and “Membership”	refer to membership of the Church
“Memorandum”	means the Church’s Memorandum of Association
“Month”	means calendar month
“the Objects”	means the Objects of the Church as defined in Article 3
“Secretary”	means the Secretary of the Church
“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 at Article 15]
“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
“Trustee”	means a director of the Church and “Trustees” means of the directors
“written” or “in writing”	refers to a legible document on paper including a fax message
“Year”	means the period from 1 January to 31 December

- 1.2 Expressions defined in the Act have the same meaning in the Articles.
- 1.3 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.
- 1.4 For the avoidance of doubt the system of law governing the Memorandum and the Articles is the law of England and Wales.

2 NAME

The name of the Church is ■.

3 OBJECTS

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

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 POWERS

The Church has the following powers, which may be exercised only in promoting the Objects:

4.1 to arrange or join in arranging and providing for the holding of worship services, meetings, seminars, conferences and training courses;

4.2 to establish and run educational institutions;

- 4.3 to promote or carry out research;
- 4.4 to provide advice;
- 4.5 to publish or distribute information;
- 4.6 to co-operate with other bodies;
- 4.7 to support, administer or set up other charities;
- 4.8 to raise funds (but not by means of Taxable Trading);
- 4.9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993 as amended);
- 4.10 to acquire or hire property of any kind;
- 4.11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993 as amended);
- 4.12 to make grants or loans of money and to give guarantees;
- 4.13 to set aside funds for special purposes or as reserves against future expenditure;
- 4.14 to deposit or invest funds in any lawful manner;
- 4.15 to delegate the management of investments 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;
- 4.16 to insure the property of the Church against any foreseeable risk and take out other insurance policies to protect the Church 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 Article 5, to employ or otherwise engage the services of 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 Church;
- 4.21 to pay the costs of forming the Church; and
- 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 Church must be used only for promoting the Objects and do not belong to the Members but
 - 5.1.1 Members who are not Trustees may be employed by or enter into contracts with the Church and receive reasonable payment for goods or services supplied;
 - 5.1.2 Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Church;
 - 5.1.3 Members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Church; and
 - 5.1.4 Members may receive charitable benefits in their capacity as Beneficiaries.

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- 5.2 A Trustee and any person connected to a Trustee (as defined in Article 5.7) must not receive from the Church any payment of money or other Material Benefit (whether directly or indirectly) except:-
- 5.2.1 as mentioned in Articles 4.17 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits), 5.3 and 5.4 (employment or engagement or fees);
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Church;
 - 5.2.3 an of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Church;
 - 5.2.4 in exceptional cases, other payments or benefits (but only with the prior written approval of the Commission).
- 5.3 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 Article 5.7) as they may determine provided that:-
- 5.3.1 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;
 - 5.3.2 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
 - 5.3.3 the procedure set out in Article 5.7 is followed on each occasion.
- 5.4 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 (or any firm or company of which such a Trustee or connected person is a member, consultant, partner, officer, trustee 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 procedure prescribed by Article 5.7 is followed in selecting the Trustee, firm or company and setting the amount of the fees and provided that this provision may not apply to more than one-half of the Trustees in any one financial year.

5.5 At no time may a majority of Trustees benefit from payments made under Articles 5.3 and 5.4. For the purposes of this Article 5 a payment to the spouse or a dependent relative of a Trustee shall be considered to be a payment to the Trustee.

5.6 Subject to Article 5.5, 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.

5.7 Whenever a Trustee or a person connected with 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 must:

5.7.1 declare an interest before discussion on the matter begins;

5.7.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

5.7.3 not be counted in the quorum during that part of the meeting;
and

5.7.4 withdraw during the vote and have no vote on the matter.

For the purpose of this clause5 a person is connected with a Trustee if that person is:-

(a) a child, parent, grandchild, grandparent, brother or sister of the

Trustee; or

- (b) a spouse of the Trustee or of any person falling within paragraph (a) above.

5.8 This Article may not be amended without the prior written consent of the Commission.

PART B. COMPANY MEMBERSHIP

6 MEMBERS

6.1 The Members shall be the subscribers to the Memorandum and such other persons as may be admitted to Membership under these Articles.

6.2 The Church must maintain a register of Members.

6.3 Membership is open to any individual interested in promoting the Objects who

6.3.1 [subscribes and adheres in belief and lifestyle to the Statement of Beliefs]

6.3.2 applies to the Church in the form required by the Trustees and

6.3.3 is approved by the Trustees.

6.4 [The number of Members must always be the same as the number of Trustees.]

6.5 Membership is terminated if the Member concerned:-

6.5.1 gives written notice of resignation to the Church;

6.5.2 dies;

6.5.3 [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];

or

- 6.5.4 is removed from Membership by a resolution of the Trustees (passed by at least a two-thirds majority of those present and voting) on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Church (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)
- 6.6 Membership is personal and is not transferable.
- 6.7 The liability of Members is limited.
- 6.8 Every Member promises, if the Church is dissolved whilst he or she remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Church whilst the contributor was a Member.

7 GENERAL MEETINGS

- 7.1 [The Church must hold an AGM in every Year which all Members are entitled to attend. The first AGM must be held within 18 months after the Church's incorporation and not more than 15 months may elapse between each subsequent AGM.] [The Trustees may choose in each year whether or not to hold an AGM].
- 7.2 At an AGM the Members:
- 7.2.1 receive the accounts of the Church for the previous financial year;
 - 7.2.2 receive the Trustees' report on the Church's activities during the preceding 12 months period;
 - 7.2.3 appoint auditors for the Church (if necessary);

and

- 7.2.4 discuss and determine any issues of policy or deal with any other business put before them.
- 7.3 General Meetings must be called on at least 14 Clear Days' written notice specifying the business to be discussed. Notices must be served upon each Member, Trustee and the Church's auditors, (if any).
- 7.4 There is a quorum at a General Meeting if the number of Members present in person or by proxy is at least ■ [number] or ■ [one-third] of the Members if greater. No business may be transacted unless a quorum is present.
- 7.5 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.
- 7.6 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast.
- 7.7 Every Member present in person or by proxy has one vote on each issue.
- 7.8 A written resolution approved by the required majority of eligible Members (provided that those Members would constitute a quorum at a General Meeting) is as valid as a resolution actually passed at a General Meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date on which approval by the required majority of eligible members is achieved. If the required majority is not achieved within 28 days of the resolution being circulated then the resolution shall have failed.
- 7.9 Any General Meeting which is not an AGM is an EGM.
- 7.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least five percent of the Members.

8 THE TRUSTEES

8.1 The Trustees are responsible for the management and administration of the Church's property and funds in accordance with the Articles.

8.2 The minimum number of Trustees is three individuals but there is no maximum. [All Trustees must be Members.] [All Trustees must subscribe and adhere to, in belief and lifestyle, the Statement of Beliefs.]

8.3 The first Trustees are ■.

8.4 [Each Member shall be a Trustee by virtue of being a Member.

or

All future Trustees are to be appointed by a resolution of the Trustees and an appointment will become effective when the new Trustee completes the necessary Companies House paperwork and thereby consents to hold office.]

8.5 A Trustee is to continue in office until his or her term of office is terminated in accordance with Article 8.6.

8.6 A Trustee ceases to be a Trustee if he or she:

8.6.1 is disqualified by virtue of any provision in the Act or is prohibited by law from being a Trustee;

8.6.2 is disqualified under the Charities Act 1993 as amended from acting as a Charity Trustee;

8.6.3 is incapable, whether mentally or physically, of managing his or her own affairs;

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- 8.6.4 is absent from [number] consecutive meetings of the Trustees and a two-thirds majority of the Trustees resolve that he or she be removed;
- 8.6.5 [ceases to be a Member];
- 8.6.6 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
- 8.6.7 is removed for good and sufficient reason by a resolution passed by at least two-thirds of the other Trustees after inviting the views of the Trustee concerned and considering 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 and adhere to, in belief and lifestyle, the Statement of Beliefs]
- 8.7 A retiring Trustee is entitled to an indemnity from the Church at the expense of the Church in respect of any liabilities properly incurred during his or her trusteeship.
- 8.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken by the Trustees.
- 8.9 The first Spiritual Leadership comprises [identify individuals by name] and they shall appoint successors.
- 8.10 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 the Articles and of the general law.
- 8.11 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 the Articles and the general law.

9 DUTY OF CARE AND EXTENT OF LIABILITY

When exercising any power (whether given to them by the Articles 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.

10 PROCEEDING OF TRUSTEES

- 10.1 The Trustees must hold at least [4] meetings each Year.
- 10.2 A quorum at a meeting of the Trustees is [2 or one-half] of the Trustees for the time being, [whichever is the greater number].
- 10.3 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.
- 10.4 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.
- 10.5 Except where otherwise provided in the Articles, every issue may be determined by a simple majority of the votes cast at a meeting. A written resolution approved by a majority of the Trustees (provided that they would represent a quorum at a Trustees’ meeting) is as valid as a resolution passed at a Trustees’ meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date at which approval by a majority of Trustees is achieved).

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- 10.6 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.
- 10.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

11 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Church:

- 11.1 [to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Church;]
- 11.2 to appoint a Chair, Treasurer and other honorary officers;
- 11.3 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);
- 11.4 to make standing orders (consistent with the Articles and the Act) to govern proceedings at General Meetings;
- 11.5 to make rules (consistent with the Articles and the Act) to govern proceedings at their meetings and at meetings of committees;
- 11.6 to establish procedures to assist the resolution of disputes within the Church; and
- 11.7 to exercise any powers of the Church which are not reserved to a General Meeting.

12 RECORDINGS AND ACCOUNTS

- 12.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as amended as to keeping financial records, the audit of accounts and the preparation and transmission to Companies

House and the Commission of:

- 12.1.1 annual reports;
 - 12.1.2 annual returns;
 - 12.1.3 annual statements of account.; and
 - 12.1.4 confirmation of changes to the Trustees and of any details about the Church recorded in the Central Register of Charities.
- 12.2 The Trustees must maintain proper records of:
- 12.2.1 all proceedings at General Meetings;
 - 12.2.2 all proceedings at meetings of the Trustees;
 - 12.2.3 all reports of committees; and
 - 12.2.4 all professional advice obtained.
- 12.3 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.
- 12.4 A copy of the latest available statement of account must be supplied to any person who makes a written request and pays the Church's reasonable costs, as required by the Charities Act 1993 as amended).

13 NOTICES

- 13.1 Notices under these Articles may be given in writing or by electronic means and may be delivered by hand, by post or by suitable electronic means.
- 13.2 The only address at which a Member is entitled to receive notices is the address shown in the register of Members.
- 13.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:-
- 13.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

- 13.3.2 two clear days after being sent by first class post to that address;
 - 13.3.3 three clear days after being sent by second class or overseas post to that address;
 - 13.3.4 on being handed to the Member personally; or
 - 13.3.5 as soon as the Member acknowledges actual receipt.
- 13.4 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.

14 DISSOLUTION

- 14.1 If the Members resolve by a three-quarters majority that the Church be dissolved and such resolution is confirmed by a resolution passed by the Spiritual Leadership then the assets (if any) remaining after provision has been made for all the Church's liabilities must be applied in one or more of the following ways:
- 14.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - 14.1.2 directly for the Objects or charitable purposes within or similar to the Objects; and
 - 14.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.
- 14.2 A final report and statement of account must be sent to the Commission.

15 [STATEMENT OF BELIEFS]

Registered No

[Name of Church]
Memorandum and Articles of Association

Names of each subscriber

Authentication of each subscriber

Dated