

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**THE CHRISTIAN CONFERENCE TRUST**

Incorporated 21 May 1996  
Company number 03203917  
Charity registration 1056604  
M & A revised      March 2021

## NOTES

A summary of changes to best practice can be found at  
<https://www.charitygovernancecode.org/en/front-page>

The following general rules have been applied to this 2021 revision of the M&A compared with the 2011 edition:

All gendered words such as 'he' 'him' 'his' 'himself' 'she' 'her' 'hers' 'herself' have been replaced with 'they' 'them' 'their' 'themselves', etc.

C/chair, rather than chairman, to be used throughout (both previously occurred).

Numbering and indentation to be consistent throughout using the following form:

No indent – Arabic numbers followed by full stop (1. 2. 3. etc),

One indent – lower case letters in brackets ((a) (b) (c) etc),

Two indents – lower case Roman numerals followed by full stop (i. ii. iii. etc).

Initial capital letters – only for proper nouns with the exception of Articles, Board of Trustees,

Founder Member, Ordinary Member, Memorandum of Association, Trust.

The major changes to the Articles are:

That the maximum number of elected trustees is increased by two to twelve (Articles 65, 66(b)).

Trustees should affirm the statement of faith and have to become members in their own right (Article 67).

Term of office to be reduced from five to four years, and number of terms increased from two to three (Article 68).

Trustees should serve the whole of term and the longest serving would not retire early (existing Articles 71, 72 to be deleted; subsequent Articles renumbered 71-91; new Article 72 altered).

Renumber old Article 100.3 as 101 and renumber following Articles 102-119.

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**ARTICLES OF ASSOCIATION**

of

**THE CHRISTIAN CONFERENCE TRUST**

**Interpretation**

1. In these Articles and the Memorandum of Association:

"address" includes a number or address used for the purposes of sending or receiving documents by electronic means;

"annual retirement meeting" means the meeting of the trustees at which the accounts of the Trust are adopted;

"the Articles" means these Articles of Association of the Trust;

"circulation date" in relation to a written resolution has the meaning given to it in the Companies Acts;

"clear days" in relation to the period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"Companies Acts" has the meaning given to it in section 2 of the Companies Act 2006;

"C/conflict of interest" means any direct or indirect interest of a trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interest of the Trust;

"C/connected person" means any person falling within one of the following categories and where payment to that person might result in the trustee obtaining benefit: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a trustee which may reasonably be regarded as equivalent to such a relationship; or (d) any company or LLP or firm of which a trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

"D/document" means summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” and “electronic means” have the meanings respectively given to them in the Companies Act 2006;

“executed” includes any mode of execution;

“general meeting” means a meeting of the members of the Trust convened and held in accordance with the Companies Acts;

“hard copy” and “hard copy form” have the meanings respectively given to them in the Companies Act 2006;

“H/hour” means any full period of an hour but not including any part of a day that is a Saturday, Sunday or Bank Holiday in England;

“M/member” means a Founder Member and an Ordinary Member as described in Articles 12 to 15;

“Memorandum” means Memorandum of Association of the Trust;

“office” means the registered office of the Trust;

“the Schedule” means the Schedule to these Articles of Association;

“the seal” means the common seal of the Trust;

“S/secretary” means the company secretary of the Trust (if any) or any other person who may be appointed to perform the duties of the company secretary of the Trust, including a joint assistant or deputy secretary;

“Statement of Faith” means the statement “I/We confess the Lord Jesus Christ as God and Saviour and seek to fulfill my/our calling to the glory of one God, Father, Son and Holy Spirit”;

“the Trust” means THE CHRISTIAN CONFERENCE TRUST;

“T/trustee” and “T/trustees” means the director and the directors of the Trust as defined in the Companies Acts;

“the United Kingdom” means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Companies Acts but excluding any statutory modification thereof not in force when these regulations become binding on the Trust.

2. The name of the Company (hereinafter called “the Trust”) is  
THE CHRISTIAN CONFERENCE TRUST.
3. The registered office of the Trust will be situated in England and Wales.

## Objects

4. The objects for which the Trust is established are to promote the Christian religion, in particular by providing facilities at less than the commercial rate for conferences retreats and meetings.

## Powers

5. in furtherance of the objects but not further or otherwise the Trust shall have the following powers:

- (a) To acquire and carry on conference centres with residential accommodation and other ancillary facilities;
- (b) To promote or assist in promoting conferences, seminars, lectures, exhibitions and other events;
- (c) To publish books, pamphlets, reports, leaflets, journals, films, tapes and other matter;
- (d) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate and to erect, improve, maintain any buildings which may be necessary for any of the purposes of the Trust;
- (e) Subject to such consents as may be required by law to sell, lease, mortgage, exchange, dispose of or otherwise deal with and turn to account all or any part of the property of the Trust with a view to the promotion of its objects;
- (f) Subject to such consents as may be required by law, to borrow or raise money for the purposes of the Trust on such terms and on such security as may be thought fit, including making reasonable charges for any services provided hereunder;
- (g) To raise funds and to invite and receive contributions from any person or persons whatever by way of subscription, donation and otherwise, provided that the Trust shall not undertake any permanent trading activities in raising funds for its charitable objects;
- (h) To carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Trust or the trade is temporary and ancillary to the carrying out of the objects aforesaid;
- (i) Subject to Article 6 below, to engage or employ such persons (whether as employees, consultants, advisers or however) as may be requisite to the promotion of the objects of the Trust and on such reasonable terms and at such reasonable remuneration as the Board of Trustees may think fit;
- (j) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependents;
- (k) To establish and support or aid in the establishment and support of other charitable associations or institutions and to subscribe lend or guarantee money for charitable

purposes in any way connected with the purposes of the Trust or calculated to further its objects;

- (l) To undertake and execute any charitable trusts which may lawfully be undertaken by the Trust and may be necessary to its objects;
- (m) To invest the monies of the Trust not immediately required for its own purposes in or upon such investments, securities or property as may be thought fit;
- (n) To receive loans at interest or otherwise from, and to lend money and give credit to, to take security for such loans or credit and to guarantee and become or give security for the performance of contracts by any person or company as may be necessary or convenient for the work of the Trust;
- (o) To draw accept endorse issue or execute promissory notes, bills of exchange, bills of lading, warrants and other negotiable transferable or mercantile instruments for the purpose of or in connection with the objects of the Trust;
- (p) To establish, promote or assist charitable companies with objects similar to those of the Trust for the acquisition of the property or liabilities of the Trust or to carry on any authorised activity of the Trust or for any other charitable purpose calculated to benefit the Trust in the furtherance of its objects;
- (q) To amalgamate merge or join in with any charity having charitable objects wholly or in part similar to those of this Trust for the purposes of better effecting the charitable purposes;
- (r) To purchase acquire or undertake all or any of the property liabilities and engagements of charitable associations societies or bodies with which the Trust may co-operate or federate;
- (s) To pay out of the funds of the Trust the costs of forming and registering the Trust;
- (t) To pay out of the funds of the Trust the cost of any premium in respect of insurance or indemnities to cover the liability of trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, defaults, breach of duty or breach of trust or which they may be guilty in relation to the Trust,  
PROVIDED THAT any such insurance or indemnity shall not extend to any claim arising from any act or omission which trustees (or any of them) knew to be a breach of duty or breach of trust or which was committed by the trustees (or any of them) in reckless disregard of whether it was a breach of duty or breach of trust or not;
- (u) To do all such other lawful things as shall further the attainment of the above objects or any of them.

6. The income and property of the Trust from whatever source derived shall be applied solely towards the promotion of its objects as set forth in these Articles of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or

otherwise howsoever, by way of profit to the members of the Trust (and no member of its Board of Trustees shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust),

PROVIDED THAT nothing herein shall prevent any payment in good faith by the Trust of:

- (a) reasonable and proper remuneration to any member, officer or servant of the Trust (not being a trustee or connected person) for any goods or services rendered to the Trust (including services performed under a contract of employment with the Trust);
- (b) any payments made or benefit provided to any member, trustee or connected person in their capacity as a beneficiary of the Trust;
- (c) interest on money lent by any member of the Trust or any trustee or connected person at a reasonable and proper rate;
- (d) any reasonable and proper rent for premises demised or let by any member of the Trust or any trustee or connected person;
- (e) reasonable and proper premiums in respect of trustee indemnity insurance effected in accordance with Article 5(t) hereof;
- (f) any payments made to trustee, officer or auditor under the indemnity provisions set out at Article 118 and 119;
- (g) reasonable and proper remuneration in accordance with section 73A of the Charities Act 1993 (as amended by the Charities Act 2006) to any trustee for any services supplied to the Trust on the instructions of the trustees (excluding the service of acting as a trustee and services performed by a trustee under a contract of employment with the Trust) provided that:
  - i. the procedure described in Articles 92 and 93 (conflicts of interest) must be followed in considering the appointment of that trustee and in relation to any other decisions regarding the remuneration authorised by this provision; and
  - ii. this provision together with Article 5(h) may not apply to more than half of the trustees in any financial year (and for these purposes such provisions shall be treated as applying to a trustee if they apply to a person who is a connected person in relation to that trustee); and
- (h) reasonable and proper remuneration in accordance with section 73A of the Charities Act 1993 (as amended by the Charities Act 2006) to any connected person for any services rendered to the Trust provided that:
  - i. the procedure described in Articles 92 and 93 of the Articles (conflicts of interest) must be followed by the relevant trustee in relation to any decisions regarding such connected person; and
  - ii. this provision together with Article 6(g) may not apply to more than half of the trustees in any financial year (and for these purposes such provisions shall be treated as applying to a trustee if they apply to a person who is connected person in relation to that trustee).
- (i) reasonable and proper out-of-pocket expenses of the trustees.

AND PROVIDED FURTHER THAT nothing herein shall preclude a trustee (with members of their immediate family) from occupying accommodation of the Trust and participating in any conference organised by the Trust without charge ON CONDITION THAT

- i. The purpose of such occupation and participation shall be to assist the trustee the more effectively to fulfill their role as charity trustee to undertake the general conduct and management of the administration of the Trust; and
- ii. The trustee shall not occupy any such accommodation or participate in any such conference without charge for a period or periods totalling more than two weeks in any one calendar year.

7. For any transaction authorised by Article 6, the trustees' duty (arising under the Companies Act 2006) to avoid conflict of interest with the Trust shall be disapplied provided the relevant provisions of Article 6 have been complied with.

8. The liability of the members is limited.

### **Winding-up**

9. Every member of the Trust undertakes to contribute to the assets of the Trust if it is wound up during the time that they are a member, or within one year afterwards, for payment of the debts and liabilities of the Trust contracted before the time at which they cease to be a member and of the costs, charges and expenses of winding-up the same, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £1.
10. If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust, but shall be divided between the charitable institutions named and in the proportions set out in the schedule at the end of these Articles. If any such named charitable institution is itself wound up or otherwise ceases to exist before the Trust is wound up or dissolved the trustees of the institution may within three months of its winding up or ceasing to exist nominate one or more successor charitable institutions (which may but need not be institutions named in the schedule) to receive its share on the winding up or dissolution of the Trust and, if more than one, determine in what proportion the share is to be divided between the nominated institutions. In the absence of any such nominations the share shall, in the event of the winding up or dissolution of the Trust, be divided equally between the charitable institutions named in the schedule and continuing at that date.

THIS PROVISION shall not be capable of alteration or deletion save by a special resolution passed by the Founder Members and Ordinary Members of the Trust passed at separate class meetings, having first been approved in writing by the charitable institutions named in the said Schedule or their successor institutions nominated in accordance with these provisions.

## Members

11. The subscribers to the Memorandum of Association of the Trust and such other persons as are admitted to membership in accordance with the Articles shall be members of the Trust and all members shall be entered in the register of members of the Trust.
12. There shall be two categories of members: (a) Founder Members; and (b) Ordinary Members.
13. Founder Membership shall be open to any organisation which was a shareholder in First Conference Estate Plc (Company No. 109558) at the date of the incorporation of the Trust and to any individual who was a shareholder in or director of First Conference Estate Plc at the said date and which or who shall deliver to the Trust an application for membership in such form as the Board of Trustees may require.
14. Ordinary Membership shall be open to any organisation which has used facilities provided by the Trust in furtherance of the objects of the Trust within the immediate three preceding years and to any individual who is elected or appointed as a trustee or becomes a member of the management committee or an employee of the Trust provided that the organisation or individual shall subscribe to the Statement of Faith and shall deliver to the Trust an application for membership in such form as the Board of Trustees may reasonably require.
15. Ordinary Membership shall endure for a period of three years unless terminated at an earlier date in accordance with Article 17 but a retiring Ordinary Member may apply to renew membership on like terms if the conditions of Article 14 are satisfied.
16. If a person becomes a member as a representative of an unincorporated association or body, the name of the member, the name of the unincorporated association or body and the fact that the member is its representative shall be entered in the register of members. The unincorporated association or body shall be able to replace the member who is its representative with another person by notice in writing to the Trust without it being necessary for the outgoing member to give notice or the incoming member to complete an application form.
17. Subject to Article 16 membership shall not be transferable. A member shall cease to be a member:
  - (a) On the expiry of at least twenty-eight clear days' notice given by the member of the intention to withdraw;
  - (b) if a member goes into liquidation otherwise than for the purpose of a *bona fide* reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or a petition is presented or an order made or a resolution passed for its winding up; or
  - (c) if, at a meeting of the Board of Trustees at which not less than half of the trustees are present, a resolution is passed resolving that the member may be expelled. Such a resolution shall not be passed unless the member has been given not less than fourteen clear days' notice of the fact that the resolution is to be proposed, specifying the

misconduct or circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board of Trustees. If such a resolution as is referred to in this paragraph is passed, then the member shall forthwith cease to be a member but without prejudice to the liability of the member to pay to the Trust any subscription or other sum owed by the member to the Trust.

### **General meetings**

18. The trustees may call general meetings at any time and shall call a general meeting, on receiving a requisition to that effect, signed by at least 10% of the members having the right to attend and vote at general meetings. In default, the requisitionists may call a general meeting in accordance with the Companies Acts. If there are not within the United Kingdom sufficient trustees to call a general meeting, any trustee or any member of the Trust may call a general meeting.

### **Length of notice of general meetings**

19. Subject to Article 20, members' general meetings shall be called by at least fourteen clear days' notice unless the Companies Acts require a longer notice period.
20. A members' general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote at that meeting. Any such majority shall together represent at least 90% of the total voting rights at that meeting of all the members.

### **Contents of notice of general meetings**

21. Every notice calling a general meeting shall specify the place, day and time of the meeting, whether it is a general or annual general meeting, and the general nature of the business to be transacted. If a special resolution is to be proposed at a members' general meeting, the notice shall include the proposed resolution and specify that it is proposed as a special resolution.
22. In every notice calling a members' general meeting of the Trust there must appear with reasonable prominence a statement informing the member of their right to appoint another person as their proxy at a members' general meeting.

### **Service of notice of general meetings**

23. Notice of meetings shall be given to every member, every trustee, the patron (if any) and to the auditors of the Trust.

### **Manner of serving notice**

24. Notice of meetings shall be given in accordance with Articles 103 to 112

### **Quorum for general meetings**

25. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Five persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, or persons representing either in person or by proxy two percent of the total membership, whichever is the greater, shall be a quorum.
26. If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the trustees may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting those present and entitled to vote shall be a quorum.

### **Chair**

27. The chair, if any, of the Board of Trustees or in their absence some other trustee nominated by the trustees shall preside as chair of the meeting, but if neither the chair nor such other trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the trustees present shall elect one of their number to be chair and, if there is only one trustee present and willing to act, they shall be chair. (For the avoidance of doubt a proxy holder who is not a member entitled to vote or a duly authorised representative of a member shall not be entitled to be appointed chair).
28. If no trustee is willing to act as chair, or if no trustee is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chair. (For the avoidance of doubt, a proxy holder who is not a member entitled to vote or a duly authorised representative of a member shall not be entitled to be appointed chair of the meeting under this Article.)

### **Attendance**

29. A trustee shall, notwithstanding that they are not a member, be entitled to attend and speak at any general meeting.

### **Adjournment**

30. The chair 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 fourteen days or more, at least seven 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.

### **Poll**

31. A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. 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.
32. Subject to the provisions of the Companies Acts, a poll may be demanded by:
  - (a) the chair of the meeting;
  - (b) the trustees;
  - (c) two or more persons having the right to vote on the resolution;
  - (d) any person, who, by virtue of being appointed proxy or authorised representative for one or more members having the right to vote on the resolution, holds two or more votes; or
  - (e) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
33. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
34. A demand for a poll may be withdrawn if:
  - (a) the poll has not yet been taken; and
  - (b) the chair of the meeting consents to the withdrawal.

### **Procedure on a poll**

35. Subject to the Articles, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.

### **Results**

36. The chair of the meeting may appoint scrutineers (who need not be members) and decide how and when the result of the poll is to be declared.
37. The result of a poll shall be the decision of the meeting in respect of the resolution on which

the poll was demanded.

38. A demand for a poll does not prevent a general meeting from continuing, except in relation to the question on which the poll was demanded.

***Timing***

39. A poll on:

- (a) the election of the chair of the meeting; or
- (b) a question of adjournment

must be taken immediately.

40. Other polls must be taken within 30 days of their being demanded.

***Notice***

41. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.

42. In any other case, at least 7 clear days' notice must be given specifying the time and place at which the poll is to be taken.

43. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity in the convening thereof or otherwise or any want of qualification in any of the persons present or voting thereat.

***Votes of members***

44. On a show of hands every person present and entitled to vote shall have a maximum of one vote. On a poll every member present in person or by proxy shall have one vote.

45. In the case of an equality of votes, whether on a show of hands or on a poll, the chair shall be entitled to a casting vote in addition to any other vote they may have.

46. No member may vote on any matter in which they are personally interested, pecuniary or otherwise, or debate on such a matter without in either case the permission of the majority of the members present in person or by proxy at the meeting, such permission to be given or withheld without discussion.

47. No member shall be entitled to vote at any general meeting unless all monies presently payable by the member to the Trust have been paid.

48. 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 chair whose decision shall be final and conclusive.

## Proxies

49. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in form as near thereto as circumstances allow or in any other form which is usual or which the trustees may approve):

“THE CHRISTIAN CONFERENCE TRUST

I/We,

of

being a member/members of the above named Company hereby appoint

of

or failing them

of

as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the Company to be held on (insert date), and at any adjournment thereof.

Signed by

On

(insert date)”

50. Where it is desired to afford members an opportunity of instructing the proxy how **they** shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the trustees may approve):

“THE CHRISTIAN CONFERENCE TRUST

I/We,

of

being a member/members of the above named Company hereby appoint

of

or, failing them,

of

as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the Company to be held on (insert date) and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 \*for \*against \*abstain

Resolution No. 2 \*for \*against \*abstain

*\*Strike out whichever is not desired.*

Unless otherwise instructed. the proxy may vote as they think fit or abstain from voting.

Signed by

On

(insert date)”

51. Unless the appointment of a proxy 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.

52. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the trustees may:

- (a) in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Trust in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of an appointment sent by electronic means, where an address has been specified for the purpose of receiving documents or information by electronic means:
  - i. in the notice convening the meeting. or
  - ii. in any instrument of proxy sent out by the trustees in relation to the meeting, or
  - iii. in any invitation to appoint a proxy issued by the trustees in relation to the meeting which is sent by electronic meansbe received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours 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 after it was demanded, be delivered at the meeting at which the poll was demanded to the chair or to the secretary (if any) or to any trustee;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

53. A proxy for a member who is entered on the register of members as being a representative of an unincorporated association or body may be appointed either by the member or by the unincorporated association or body.

54. A vote given (or poll demanded by proxy or by the duly authorised representative of a corporation) shall be valid, notwithstanding the previous determination of the authority of the person voting or demanding a poll, unless notice of the determination was received by the company at the office, or at such other place at which the instrument of proxy was duly deposited or where the appointment of the proxy was sent by electronic means, at the address at which such appointment was duly received before the commencement of the

meeting (or adjourned meeting at which the vote is given or the poll demanded) or, in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting, the time appointed for taking the poll.

55. An appointment of a proxy may be revoked by delivering to the trustees a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates. Attendance by a member in person or by authorised representative at a meeting automatically revokes any appointment by that member or authorised member of a proxy.

## **Written members' resolutions**

### ***General***

56. Subject to this Article 56 a written resolution agreed by:
  - (a) members representing a simple majority; or
  - (b) (in the case of a special resolution) members representing not less than 75% of the total voting rights of eligible membersshall be effective.
57. A written resolution is not a special resolution unless it is stated that it was proposed as a special resolution.
58. A members' resolution under the Companies Acts removing a trustee or auditor before the expiry of their term of office may not be passed as a written resolution.

### ***Circulation***

59. A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.
60. In relation to a resolution proposed as a written resolution of the Trust the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
61. The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the circulation date.
62. Communications in relation to written resolutions must be sent to the Trust's auditors in accordance with the Companies Acts.

### ***Signifying agreement***

63. A member signifies agreement to a proposed written resolution when the Trust receives from them (or from someone acting on their behalf) an authenticated document:
  - (a) identifying the resolution to which it relates; and
  - (b) indicating the member's agreement to the resolution.

64. For the purposes of Article 63:

- (a) a document sent or supplied in hard copy form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- (b) a document sent or supplied in electronic form is sufficiently authenticated if:
  - i. the identity of the sender is confirmed in a manner specified by the Trust; or
  - ii. where no such manner has been specified by the Trust, if the communication contains or is accompanied by a statement of the identity of the sender and the Trust has no reason to doubt the truth of that statement.

#### **Number of trustees**

66. The maximum number of trustees shall be seventeen and the minimum number shall be four.

#### **Appointment and retirement of trustees**

66. The Board of Trustees shall consist of:

- (a) up to five trustees nominated and appointed in accordance with Article 69; and
- (b) up to twelve trustees elected in accordance with Article 70.

67. No person shall be eligible to be appointed or elected as a trustee unless they are a member of an organisation which is a member of the Trust or they as an individual affirm that they subscribe to the Statement of Faith and undertake to join as a member upon appointment or election as a trustee.

68. A nominated or elected trustee may serve for a term of four years before they must be considered for re-election by the members at the next annual retiring meeting.

A nominated or elected trustee who has served for three consecutive terms may not be reappointed for a fourth consecutive term but may be reappointed after an interval of at least one year.

69. The following organisations or their successors shall each have the right to nominate one trustee:

Student Christian Movement  
Council for World Mission  
Baptist Missionary Society  
Methodist Missionary Society  
Church Missionary Society

70. The elected trustees shall be elected by the members in advance of the annual retirement meeting in accordance with such procedures as are laid down by the trustees. The appointment of elected trustees shall take effect at the end of the retirement meeting following their election.

71. The Trust may by ordinary resolution appoint a person who is willing to act to be an elected

trustee either to fill a vacancy or as an additional trustee.

72. Subject to the above Articles the trustees may appoint a person who is willing to act to be a trustee, either to fill a vacancy or as an additional trustee, provided that the appointment does not cause the number of trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of trustees. A trustee so appointed shall hold office only until the next following annual retirement meeting. If not reappointed in accordance with these Articles they shall vacate office at the end of the meeting.

### **Disqualification and removal of trustees**

73. The office of a trustee shall be vacated if:

- (a) they cease to be a trustee by virtue of any provision of the Companies Acts or they become prohibited by law from being a trustee; or
- (b) they are disqualified under the Charities Act 1993 from acting as a trustee; or
- (c) they become bankrupt or make any arrangement or composition with their creditors generally; or
- (d) the trustees reasonably believe they are suffering from a mental disorder and are incapable of acting and they resolve that they be removed from office; or
- (e) they fail to attend three consecutive meetings of the trustees and the trustees resolve that they be removed for this reason; or
- (f) they resign their office by notice to the Trust but only if at least four trustees will remain in office when the notice of resignation takes effect.

### **Powers of trustees**

74. Subject to the provisions of the Companies Acts, the Memorandum and the Articles and to any directions given by special resolution, the business of the Trust shall be managed by the trustees who may exercise all the powers of the Trust. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the trustees by these Articles and a meeting of trustees at which a quorum is present may exercise all powers exercisable by the trustees.

75. The continuing trustees or a sole continuing trustee may act notwithstanding any vacancies in their number but if and so long as the number of trustees is less than the number fixed as a quorum the trustees may act for the purpose of increasing the number of trustees to that number or of summoning a general meeting of the Trust but for no other purpose.

76. All acts done by a meeting of trustees, or of a committee of trustees, or by a person acting as a trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any trustee or that any of them were disqualified from holding office, or had

vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a trustee and had been entitled to vote.

77. The trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Trust for such purposes and on such conditions as they determine.

### **Delegation of trustees' powers**

78. (a) The trustees may delegate any of their powers or the implementation of any of their resolutions to a management committee or to any other committee.

(b) The resolution making that delegation shall specify those who shall serve or be asked to serve on such a committee (though the resolution may allow the management committee or the other committee to make co-options up to a specified number).

(c) The composition of any such management committee or other committee shall be entirely at the discretion of the trustees and may comprise such of their number (if any) as the resolution may specify.

(d) The deliberations of any such management committee or other committee shall be reported regularly to the trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the trustees and for that purpose every committee shall appoint a secretary.

(e) All delegations under this Article shall be revocable at any time.

(f) The trustees may make such regulations and impose such terms and conditions and give such mandates to any such management committee or other committee or committees as they may from time to time think fit.

(g) For the avoidance of doubt the trustees may delegate financial matters to the management committee or any other committee and may empower such a committee to resolve upon the operation of any bank account provided always that no committee shall incur expenditure on behalf of the Trust except in accordance with a budget which has been approved by the trustees.

79. The meetings and proceedings of any committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Board of Trustees so far as the same are applicable and are not superseded by any regulations made by the Board of Trustees.

### **Trustees' expenses**

80. The trustees may be paid all reasonable travelling, hotel, and other reasonable out of pocket expenses properly incurred by them in connection with their attendance at meetings of trustees or committees of trustees or general meeting or separate meetings of the holders of debentures of the Trust or otherwise in connection with the discharge of their duties.

### **Proceedings of trustees**

81. Subject to the provisions of the Articles, the trustees may regulate their proceedings as they think fit.

### **Notice**

82. Two trustees may, and the secretary (if any) at the request of two trustees shall, call a meeting of the trustees. Notice of every meeting of the Board of Trustees stating the general particulars of all business to be considered at such a meeting shall be sent to each trustee in accordance with Articles 103 to 112 at least seven clear days (excluding Saturdays, Sundays and Bank Holidays) before such meeting unless urgent circumstances require shorter notice but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not comprised in such general particulars. It shall not be necessary to give notice of a meeting to a trustee who is absent from the United Kingdom.

### **Votes**

83. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or casting vote.

### **Quorum**

84. The quorum for the transaction of the business of the trustees shall be three or one third of the trustees whichever is the greater.

### **Chair**

85. The trustees may appoint one of their number to be the chair of the Board of Trustees and may at any time remove them from that office. Unless they are unwilling to do so, the trustee so appointed shall preside at every meeting of trustees at which they are present. But if there is no trustee holding that office, or if the trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the trustees present may appoint one of their number to be chair of the meeting.

### **Meetings held remotely**

86. A trustees' meeting may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the trustees in which all participants may communicate simultaneously with all other participants.

## **Decisions without a meeting**

87. The trustees may take a unanimous decision without a trustees' meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each trustee or to which each trustee has otherwise indicated agreement in writing.
88. A decision made in accordance with Article 87 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
  - (a) approval from each trustee must be received by one person being either such person as all the trustees shall have nominated in advance for that purpose or such other person as volunteers if necessary ("the recipient"), which person may, for the avoidance of doubt, be one of the trustees;
  - (b) following receipt of response from all of the trustees, the recipient shall communicate to all of the trustees by any means whether the resolution has been formally approved by the trustees in accordance with this Article 88;
  - (c) the date of the decision shall be the date of the communication from the recipient confirming formal approval;
  - (d) the recipient prepares a minute of the decision in accordance with Article 114.
89. The trustees may, in the circumstances outlined in this Article, make a majority decision without holding a trustees' meeting if
  - (a) a trustee becomes aware of a matter on which the trustees need to take a decision; and
  - (b) that trustee has taken all reasonable steps to make all the other trustees aware of the matter and the need for a decision; and
  - (c) the trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and
  - (d) a majority of the trustees indicate their agreement by any means to a particular decision on that mattera decision of the trustees may be taken by majority and shall be as valid and effectual as if it had been taken at a trustees' meeting duly convened and held.
90. Trustees participating in the taking of a majority decision otherwise than at a trustees' meeting in accordance with Article 89:
  - (a) may be in different places and may participate at different times; and
  - (b) may communicate with each other by any means.
91. The chair, or such other trustee as shall be appointed by the trustees, shall be the chair of the process of decision-making in accordance with Article 89. The process shall include:
  - (a) circulation of the proposed decision with an indication of the time period for discussion and the date by which trustees are asked to cast their votes;
  - (b) the nomination of a person to whom all the trustees' votes must be communicated;

- (c) if a majority of the trustees vote in favour of a decision, the nominated person shall communicate the decision to all the trustees and the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and
- (d) the nominated person must prepare a minute of the decision in accordance with Article 114.
- (e) In the case of an equality of vote in any decision-making process in accordance with Article 89, the chair shall be entitled to a casting vote in addition to any other vote **they** may have. But this does not apply if, in accordance with the Articles, the chair or specified trustee is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

### **Conflicts of interest**

92. Whenever a trustee finds themselves in a situation that is reasonably likely to give rise to a conflict of interest they must declare their interest to the Board of Trustees unless or except to the extent that the other trustees are or ought reasonably to be aware of it already.
93. Whenever a matter is to be discussed at a meeting or decided in accordance with Articles 87, 88, 89, 90 or 91 and a trustee has a conflict of interest in respect of that matter then, subject to Article 95, they must:
  - (a) remain only for such part of the meeting as is in the view of the other trustees necessary to inform the debate;
  - (b) not be counted in the quorum for that part of the meeting; and
  - (c) withdraw during the vote and have no vote on the matter.
94. If any question arises as to whether a trustee has a conflict of interest the question shall be decided by a majority decision of the other trustees.

### **Power of Board of Trustees to authorise a conflict of interest**

95. The trustees may (subject to such terms as they may impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law
  - (a) any matter which would otherwise result in a trustee infringing their duty to avoid a situation in which they have a conflict of interest and
  - (b) the manner in which a conflict of interest arising out of any trustee's office, employment or position may be dealt with, and for the avoidance of doubt, they may modify or dispense with the requirements in Article 93 provided that when deciding to give such authorisation the provisions of Article 93 shall be complied with provided that nothing in this Article 95 shall have the effect of allowing the trustees to authorise a benefit that is not permitted in accordance with the Articles.
96. If a matter, or office, employment or position, has been authorised by the trustees in

accordance with Article 95 then the trustee may absent themselves from meetings of the Board of Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.

97. A trustee shall not be accountable to the Trust for any benefit which they derive from any matter or from any office, employment or position, which has been authorised by the Board of Trustees pursuant to Article 95 (subject to any limits or conditions to which such approval was subject).
98. When a trustee has a conflict of interest which they have declared to the Board of Trustees they shall not be in breach of their duties to the Board of Trustees by withholding confidential information from the Board of Trustees if to disclose it would result in a breach of any other duty or obligation of confidence owned by them.

### **Register of trustees' interests**

99. The Board of Trustees shall cause a register of trustees' interests to be kept. A trustee must declare the nature and extent of any interest, direct or indirect, which they have in a proposed transaction or arrangement with the Trust or in any transaction or arrangement entered into by the Trust which has not previously been declared.

### **Secretary**

100. A secretary may be appointed by the trustees for such term at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them. If there is no secretary:
  - (a) anything authorised or required to be given or sent to or served on the Trust by being sent to its secretary may be given or sent to, or served on the Trust itself and if addressed to the secretary shall be treated as addressed to the Trust; and
  - (b) anything else required or authorised to be done by or to the secretary of the Trust may be done by or to a trustee or a person authorised generally or specifically in that behalf by the trustees.
101. No trustee may occupy the salaried position of secretary. The trustees may from time to time by resolution appoint a joint, assistant or deputy secretary.

### **Irregularities**

102. The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

## **Communications by the Trust**

### ***Methods of communication***

103. Subject to the Articles and the Companies Acts, any document or information (including any notice) sent or supplied by the Trust under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Trust, including without limitation:
  - (a) in hard copy form;
  - (b) in electronic form; or
  - (c) by making it available on a website.
104. A document or information may only be sent or supplied in electronic form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement).
105. Subject to the Articles, any notice or document to be sent or supplied to a trustee in connection with the taking of decisions by trustees may also be sent or supplied by the means which that trustee has asked to be sent or supplied with such notices or documents for the time being.

### ***Deemed delivery***

106. A member present in person or by proxy or via their authorised representative at a meeting of the Trust shall be deemed to have received notice of the meeting and the purposes for which it was called.
107. Where any document or information is sent or supplied by the Trust to the members:
  - (a) where it is sent by post it is deemed to have been received 48 hours after it was posted;
  - (b) where it is sent or supplied by electronic means, it is deemed to have been received on the same day that it was sent;
  - (c) where it is sent or supplied by means of a website it is deemed to have been received:
    - i. when the material was first made available on the website; or
    - ii. if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
108. Subject to the Companies Acts, a trustee or any other person may agree with the Trust that notices or documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

### ***Failed delivery***

109. Where any document or information has been sent or supplied by the Trust by electronic means and the Trust receives notice that the message is undeliverable:
  - (a) if the document or information has been sent to a member or trustee and is notice of a general meeting of the Trust, the Trust is under no obligation to send a hard copy of the

document or information to the member's or trustee's postal address as shown in the Trust's register of members or trustees, but may at its discretion choose to do so;

- (b) in all other cases, the Trust shall send a hard copy of the document or information to the member's postal address as shown in the Trust's register of members; and
- (c) the date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

#### ***Exceptions***

- 110. Copies of the Trust's annual accounts and reports need not be sent to a person for whom the Trust does not have a current address.
- 111. Notices of general meetings need not be sent to a member who does not register an address with the Trust, or who registers only a postal address outside the United Kingdom, or to a member for whom the Trust does not have a current address.

#### ***Communications to the Trust***

- 112. Communications to the Trust shall be dealt with in accordance with the Companies Acts.

#### **Regulations**

- 113. The Board of Trustees shall have power from time to time to make, repeal, or alter regulations as to the management of the Trust and the affairs thereof, as to the duties of any officers or servants of the Trust, and as to the conduct of business by the Board of Trustees, or any committee, and as to any of the matters or things within the powers or under the control of the Board of Trustees, provided that the same shall not be inconsistent with the Memorandum of Association or these Articles.

#### **Minutes**

- 114. The trustees shall cause minutes to be made in books kept for the purpose:
  - (a) of all appointment of officers made by the trustees;
  - (b) of all resolutions of the Trust and the Board; and
  - (c) of all proceedings at meeting of the Trust and of the trustees, and of committees of trustees, including the names of the trustees present at each such meeting;and any such minute, if purported to be signed (or in the case of trustees' minutes signed or authenticated) by the chair of the meeting at which the proceedings took place, or by the chair of the next succeeding meeting, shall, as against any member or trustee of the Trust, be sufficient evidence of the proceedings.

#### **The Seal**

- 115. The seal (if any) shall only be used by the authority of the trustees or of a committee of

trustees authorised by the trustees. The trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a trustee and by the secretary or by a second trustee.

## **Accounts**

116. The trustees shall comply with the requirement of the Companies Acts and of the Charities Act 1993 (and any subsequent Act) as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
  - (a) annual reports;
  - (b) annual returns;
  - (c) annual statements of account.
117. Subject to the Trust's obligations under Article 116, the Trust may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Trust may be inspected by the members. Subject to any such restrictions, the statutory books and accounting records shall be open to inspection by the members during usual business hours.

## **Indemnity**

118. The trustees shall have power to resolve pursuant to Article 5(t) to effect trustees' indemnity insurance notwithstanding their interest in such policy.
119. Subject to the provisions of the Companies Acts but without prejudice to any indemnity to which a trustee may otherwise be entitled, every trustee or other officer or auditor of the Trust shall be indemnified out of the assets of the Trust against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust, and against all costs, charges, losses, expenses or liabilities incurred by them in the execution and discharge of their duties or in relation thereto.

**SCHEDULE*****Charities***

		Proportion = (...x...) 85348
1.	The Trust Association of the Student Christian Movement of Great Britain & Ireland	23880
2.	Church Missionary Society	19606
3.	Methodist Missionary Society	18954
4.	London Missionary Society Corporation	11214
5.	United Reform Church Trust	3224
6.	Baptist Missionary Society	2820
7.	Baptist Union	2540
8.	Trustees for Methodist Church Purposes	1000
9.	Universities & Colleges Christian Fellowship	900
10.	Baptist Men's Movement	600
11.	Inter-Continental Church Society	400
12.	The British Council of Churches Trust Ltd. "A" Account	210

**SUBSCRIBERS****WITNESS to the signature**

Name	HUGH PETER RAWLINGS	P J BAXTER
Address	7 Mulberry Close Northampton NN5 7AW	120 Balfour Road Queen's Park Northampton NN2 6JP
Date	19th April 1996	Occupation      Commercial Manager
Name	M J KINTON	P J BAXTER
Address	49 Dalkeith Road Harpenden Hertfordshire AL5 5PP	120 Balfour Road Queen's Park Northampton NN2 6JP
Date	19th April 1996	Occupation      Commercial Manager
Name	BRIAN JOHN CUPPLES	P J BAXTER
Address	34 Birkinstyle Lane Shirland Alfreton Derbyshire DE55 6BS	120 Balfour Road Queen's Park Northampton NN2 6JP
Date	19th April 1996	Occupation      Commercial Manager

**THE COMPANIES ACTS 1985 TO 2006**

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

**MEMORANDUM OF ASSOCIATION**

of

**THE CHRISTIAN CONFERENCE TRUST**

**We the several persons whose Names, Addresses and Descriptions are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association**

**SUBSCRIBERS**

		GUARANTEE	WITNESS to the signature
Name	HUGH PETER RAWLINGS	£1	P J BAXTER
Address	7 Mulberry Close Northampton NN5 7AW		120 Balfour Road Queen's Park Northampton NN2 6JP
Date	19th April 1996		Occupation      Commercial Manager
Name	M J KINTON	£1	P J BAXTER
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