

Company No:

Charity No:

**THE COMPANIES ACTS 1985 - 2006
COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
PURLEY BAPTIST CHURCH**

withers ^{LLP}

16 Old Bailey

London

EC4M 7EG

Tel: +44 (0)20 7597 6135

Fax: +44 (0)20 7597 6543

Ref: CXC/RLW

Company No:

Charity No:

Companies Acts 1985 - 2006

Company limited by guarantee and not having a share capital

Memorandum of Association

of

Purley Baptist Church

1. Name

The name of the company is Purley Baptist Church (**'the Church'**).

2. Registered Office

The registered office of the Church will be in England and Wales

3. Objects

The Objects of the Church (**'the Objects'**) are:

- 3.1 the advancement of the Christian faith in accordance with the doctrines usually denominated 'evangelical' and in particular those set out in the Articles of Faith
- 3.2 the advancement of education;
- 3.3 the advancement of citizenship and community development;
- 3.4 the prevention and relief of poverty; and
- 3.5 such other exclusively charitable purposes as the Leadership Team may from time to time determine.

4. Powers

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

- 4.1 to support, administer or establish other charities or other bodies;
- 4.2 to consult, advise, co-operate with or assist others;

- 4.3 to provide goods, services or other assistance or support by way of grant, donation, loan or otherwise (whether or not for valuable consideration);
- 4.4 to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever;
- 4.5 to raise funds (but not by means of carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Church from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force);
- 4.6 to write, print, publish, issue, produce and circulate materials in any medium;
- 4.7 to act as trustee of charitable trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee;
- 4.8 to enter into any funding or other arrangement with any government or any other authority and to obtain from such government or authority any rights, concessions, privileges, licences and/or permits;
- 4.9 to guarantee the performance of the contracts or obligations of any person or organisation and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Church or in connection with any agreement or arrangement whatsoever, whether or not the Church is a party to the same;
- 4.10 subject to such consents or procedures as may be required by law, to borrow money and give security for loans;
- 4.11 to acquire, hire or charge property and/or any interest in, or relating to, land of such kind and on such terms and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Leadership Team shall determine;
- 4.12 subject to such consents or procedures as may be required by law, to let, license or dispose of all or any assets held from time to time by or on behalf of the Church;
- 4.13 to set aside funds for special purposes or as reserves against future expenditure;
- 4.14 to deposit or invest the monies of the Church not immediately required for its operations in any manner as may be thought fit (including but not limited to the establishment of trading or other subsidiaries of any kind), subject to such conditions (if any) and such consents or procedures (if any) as may for the time being be imposed or required by law;
- 4.15 to delegate the management of investments to a Financial Expert, but only on terms that:

- (a) the investment policy is set down in writing for the Financial Expert by the Leadership Team;
 - (b) the performance of the investments is reviewed regularly with the Leadership Team;
 - (c) the Leadership Team are entitled to cancel the delegation arrangement at any time;
 - (d) the investment policy and the delegation arrangement are reviewed by the Leadership Team at least once a year;
 - (e) all payments due to the Financial Expert are on a scale or at a level that is agreed in advance and are notified promptly to the Leadership Team on receipt; and
 - (f) the Financial Expert does not do anything outside the powers of the Leadership Team;
- 4.16 to arrange for investments or other property of the Church to be held in the name of a nominee under the control of the Leadership Team or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- 4.17 to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to Clause 5, to remunerate any person, firm or company rendering services to the Church and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Church and their widows, children or other dependants;
- 4.18 to delegate functions to committees, officers and/or employees or other staff of the Church;
- 4.19 to insure the property of the Church (including, for the avoidance of doubt any property not owned by the Church but under its control) against any foreseeable risk and to take out other insurance policies to protect the Church when required;
- 4.20 subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Leadership Team Member or other officer of the Church (other than any person engaged by the Church as auditor) to the extent permitted by the Act and to pay for indemnity insurance for the trustees;
- 4.21 to enter into contracts of any type, including contracts to provide services to or on behalf of other bodies or persons;

- 4.22 to incorporate, establish and promote subsidiary companies (whether or not wholly owned by the Church) to assist or act as agents for the Church or otherwise where the incorporation, establishment and promotion of such companies is expedient or generally beneficial and largely in the interests of the Church;
- 4.23 to amalgamate with any other bodies that are charitable and have objects similar to the Objects and that restrict the payment of any dividend or profit to, and the distribution of assets amongst, their Members at least to the same extent as such payments are restricted under this Memorandum;
- 4.24 to pay out of the funds of the Church the costs of and incidental to the formation and registration of the Church;
- 4.25 to do any such other lawful things as are necessary for or are incidental or conducive to the furtherance of the Objects; and
- 4.26 to do all or any of the above things in any part of the world as principal, agent, contractor, trustee or otherwise, either alone or in conjunction with or through the medium of others.

5. **Application of Income and Property**

- 5.1 The property and funds of the Church must be used only for the promotion of the Objects and do not belong to the Members. No part of the income or capital may be paid or transferred, directly or indirectly, to the Members, whether by way of dividend or bonus or in any other way that amounts to a distribution of profits or surplus. This does not prevent the provision of goods or services to a Member or Leadership Team Member who is a beneficiary of the Church in that capacity or the payment of:
 - (a) reasonable and proper remuneration to any Member or company or firm in which any Member is a partner, member, shareholder, employee or director in return for any goods or services provided to the Church;
 - (b) a reasonable rate of interest on money lent to the Church;
 - (c) a reasonable rent or hiring fee for property let or hired to the Church;
 - (d) premiums on the indemnity insurance referred to in Clause 4.20;
 - (e) financial grants or other assistance to a Member which is to be applied for charitable purposes; or
 - (f) any sum (or the transfer of any asset) to a Member in accordance with Clause 8 where it is to be applied for charitable purposes.

- 5.2 A Leadership Team Member must not receive any payment or other Material Benefit from the Church except:
- (a) as permitted by law;
 - (b) as mentioned in Clauses 5.1, 5.3 or 5.4;
 - (c) cover provided under a policy of trustee liability insurance;
 - (d) trustee indemnity in accordance with Clause 4.20; reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out the Church's business;
 - (e) through any firm or company in which he or she holds no more than 1% of the capital; or
 - (f) in exceptional cases, other payments or benefits (but only with the prior written approval of the Charity Commission).
- 5.3 Any Leadership Team Member (or any firm or company of which a Leadership Team Member is a partner, director, member or employee) may enter into a contract with the Church to supply services in return for a payment or other Material Benefit but only if:
- (a) the services are actually required by the Church;
 - (b) the nature and level of remuneration is no more than is reasonable in relation to the value of the services;
 - (c) no more than one half of the Leadership Team are party to, or partners, directors, members or employees of any companies or firms (not being themselves charities) that are party to, such contracts in any financial year; and
 - (d) the Leadership Team comply with the procedures set out in Clause 5.5 and any such additional procedures as are required by law.
- 5.4 A Leadership Team Member who is a Minister shall be entitled to be paid an agreed and reasonable remuneration or stipend out of the funds of the Church but the Leadership Team must comply with the procedures set out in Clause 5.5 and any such additional procedures as are required by law in setting the level of such remuneration or stipend.
- 5.5 Whenever a Leadership Team Member has a personal interest in a matter to be discussed at a meeting of the Leadership Team or a committee the Leadership Team Member concerned must:
- (a) declare an interest as or before discussion begins on the matter;

- (b) comply with such procedures as are required by law; and
- (c) unless the interest is one arising solely as a result of the Leadership Team Member being a trustee, director, member or employee of another charity,
 - (1) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - (2) not be counted in the quorum for that part of the meeting;
 - (3) withdraw during the vote and have no vote on the matter; and

5.6 This Clause 5 may not be amended without the prior written consent of the Charity Commission.

6. **Limited Liability**

The liability of the Members is limited.

7. **Guarantee**

Each Member promises to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Church if the Church is dissolved while he is a Member or within 12 months after he ceases to be a Member.

8. **Dissolution**

8.1 If the Church is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- (a) by transfer to one or more other organisations established for exclusively charitable purposes within, the same as or similar to the Objects; or
- (b) directly for the Objects or charitable purposes within, the same as or similar to the Objects.

9. **Interpretation**

Words and expressions defined in the Articles have the same meanings in the Memorandum.

We wish to be formed into a company under this Memorandum

NAMES AND ADDRESSES OF SUBSCRIBERS

Reverend Peter NODDING
35a, Foxley Lane
Purley, Surrey, CR8 3EH

Reverend Pamela BRYAN
55a Brighton Road
Purley, Surrey, CR8 2LR

Reverend James Alastair TETLEY
71 Kingsdown Avenue
South Croydon, Surrey, CR2 6QJ

Mrs Helen Patricia HARRIS
35 Furze Lane
Purley, Surrey, CR8 3EJ

Mr Andrew Martin PHILLIPS
21 Canons Hill
Coulston, Surrey, CR5 1HB

Mr Nicholas Charles CONNOLLY
86 Purley Park Road
Purley, Surrey, CR8 2BT

Mr Iain DUNN
16 Reddown Road
Coulston, Surrey, CR5 1AX

Dr John Harold Scott FOSTER
5, Badgers Walk,
Purley, Surrey, CR8 3PX

Dated: 29 September 2009

Company No:

Charity No:

Companies Acts 1985 - 2006

Company limited by guarantee and not having a share capital

Articles of Association

of

Purley Baptist Church

1. **Table C**

The Regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 shall not apply to the Church.

2. **Interpretation**

2.1 In these Articles and the Memorandum:

'the Act'	means the Companies Act 1985 including any statutory modification or re-enactment of it from time to time in force and any provisions of the Companies Act 2006 from time to time in force;
'the Articles'	means these articles of association;
'the Articles of Faith'	The Articles of Faith adopted by the Church, the text of which is set out in the Appendix to the Articles
'Chairman'	means the chairman of the Leadership Team as determined in accordance with Article 8;
'charitable purposes'	means purposes that are exclusively charitable under the laws of England and Wales and ' charity ' and ' charitable ' shall be construed accordingly;
'the Church'	means the company governed by the Articles;

‘the Charity Commission’	means the Charity Commission for England and Wales;
‘clear day’	means 24 hours from midnight following the relevant event;
‘electronic communication’	means electronic communication as defined in the Electronic Communications Act 2000;
‘Financial Expert’	means an individual, company or firm who is an authorised or exempt person within the meaning of the Financial Services and Markets Act 2000;
‘General Meeting’	means a meeting of the Members of the Church;
‘Head of Department’	means a person responsible to the Leadership Team for the implementation of the Church’s strategy and vision by the leadership of one of the distinct departments established to deliver the Church’s objects;
‘Leadership Team Member’	means a member of the Leadership Team of the Church and ‘Leadership Team’ means all of the members of the Leadership Team or a duly convened meeting of the Leadership Team Members. For the avoidance of doubt, the Leadership Team Members are the directors (for the purposes of the Act) and the charity trustees of the Church;
‘Material Benefit’	means a benefit (whether direct or indirect) which may or may not be financial but which has a monetary value;
‘Members’ and ‘membership’	refer to legal membership of the Church for company law purposes;
‘the Memorandum’	means the Church’s memorandum of association;

‘Minister’	means a person who accepts and maintains the Articles of Faith, and who has been baptised by immersion and who maintains and practices the doctrine and ordinance of immersion of Believers and no other Baptism, is eligible for Membership and has been appointed by the Church to a contractual position involving the exercise of spiritual oversight and teaching.
‘Moderator’	means a person appointed by the Church, at the discretion of the elected Members of the Leadership Team to act as Moderator of the Church during such period as the Church shall have no Senior Minister. The Moderator need not be a Member, but shall otherwise be qualified to be a Member of the Leadership Team;
‘month’	means calendar month;
‘the Objects’	means the Objects of the Church as set out in Clause 3 of the Memorandum;
‘Secretary’	means any secretary of the Church or any other person appointed to perform the duties of the secretary of the Church, including a joint, assistant or deputy secretary;
‘the Senior Minister’	means the senior Minister who is appointed to co-ordinate and lead the ministerial team and set the spiritual agenda and direction of the Church
‘written’ or ‘in writing’	refers (to the extent permissible by law) to a legible document on paper including a fax message and electronic mail (which is capable of being reproduced in paper form); and
‘year’	means a calendar year.

2.2 Words importing the masculine gender only shall include the feminine gender. Words importing the singular number only shall include the plural number, and vice versa.

- 2.3 Subject to this Article 2, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.
- 2.4 Any reference to 'person' or 'persons' includes natural persons, firms, partnerships, companies, corporations, associations, organisations, charities and trusts (in each case whether or not having separate legal personality).
- 2.5 any reference to a statute, statutory provision or subordinate legislation ('legislation') shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

3. **Membership**

- 3.1 The Church must keep a Register of Members as required by the Act. The first Members of the Church are the subscribers to the Memorandum and Articles.
- 3.2 The Members may appoint further Members from time to time who accept and maintain the doctrines set out in the Articles of Faith, who profess repentance towards God, who have faith in Jesus Christ as Saviour and Lord and whose lives bear evidence of their Christian profession. Candidates eligible for membership shall, in accordance with such procedure as the Leadership Team may from time to time specify, be interviewed by two Members, who shall enquire into the reality of his/her Christian faith and character and a report and recommendation shall be made to Members.
- 3.3 Membership of the Church shall not be transferable.
- 3.4 If a Member conducts himself/herself in a manner that, in the reasonable opinion of the Leadership Team is thought incompatible with their Christian profession their Membership may be suspended for such a period as the Leadership Team shall see fit. A Member shall not be entitled to attend, speak or vote at General Meetings during the time that their Membership is suspended. The Leadership Team may recommend to a General Meeting that the Membership of the Member concerned be terminated.
- 3.5 Membership will be terminated if the Member concerned:
- (a) gives written notice of resignation to the Church;
 - (b) becomes incapable by reason of mental disorder within the meaning of the Mental Health Act 1983 of exercising his functions as a Member;
 - (c) dies;

- (d) fails, without reasonable cause, to respond affirmatively in writing within one month of receipt to a letter from a Leadership Team Member addressed to him or her asking whether he or she wishes to continue to be a Member;
- (e) a majority of the Members present in person or by proxy and voting at the General Meeting vote in favour of the termination of his/her Membership on the recommendation of the Leadership Team pursuant to article 3.4; or
- (f) is absent for a period of six months or more from the worship Services of the Church (except in the case of illness or disability, extended leave, education, missionary activity or other extenuating circumstances) and the Leadership Team, acting on the recommendation of the Minister who is responsible for pastoral care proposes to a General Meeting that his/her membership shall be terminated, and a majority of the Members present in person or by proxy and voting at the General Meeting vote in favour of the termination of his/her Membership.

4. **General Meetings**

- 4.1 The Leadership team shall call a General Meeting at least once in every calendar year and may call a General Meeting at any other time and must call a General Meeting if they receive a requisition by the Members in accordance with the Act.
- 4.2 A General Meeting must be called by at least 14 clear days' notice.
- 4.3 Subject to the provisions of these Articles and the Act, a meeting of the Church may be called by shorter notice, if so agreed by all the Members entitled to attend and vote at that meeting.
- 4.4 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. The text of all special resolutions to be proposed at the meeting must be set out in the notice.
- 4.5 Subject to the provisions of these Articles and to any restrictions imposed on voting, the notice shall be given to the Members and to any auditors of the Church.
- 4.6 Unless invited by the Leadership Team, no person who is not a Member of the Church, other than any auditor of the Church or his or her representatives, shall be entitled to attend a General Meeting.

5. **Proceedings at General Meetings**

- 5.1 No business shall be transacted at any General Meeting unless a quorum is present. The quorum for General Meetings may be fixed by the Members and unless so fixed at any other number shall be one fifth of the number of Members for the time being.
- 5.2 If the requirement of Article 5.1 is not satisfied within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to such a day at a time and place as determined by the Leadership Team.
- 5.3 The Chairman shall chair the meeting. If the Chairman is not present within five minutes of the commencement of the meeting or is unwilling to chair it, a Leadership Team Member shall chair the meeting. If no Leadership Team member is present and willing to chair, the Members shall from within their number elect a Chairman to chair the meeting.
- 5.4 The chairman of the meeting may, with the consent of the Members, (and shall if so directed by the Members) 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.
- 5.5 A resolution put to the vote of a meeting shall be decided on a show of hands of those Members entitled to vote. Subject to the provisions of the Act, a poll may be demanded. If a poll is demanded it shall be taken in such manner as the chairman, acting reasonably, directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The declaration by the chairman of the result of the poll shall be conclusive.
- 5.6 A resolution shall be duly passed if a simple majority, or such higher percentage as may be required by the Act or these Articles, of the votes cast at the meeting are in favour of the resolution.
- 5.7 Subject to the provisions of the Act, a written resolution agreed by such proportion of those entitled to attend and vote at a General Meeting at the date of circulation of the resolution as may be required by the Act is as valid as a resolution actually passed at a General Meeting. A written resolution will lapse if it is not passed within two months of the date on which it is circulated.
- 5.8 An instrument appointing a proxy shall be in such form and be deposited in such manner as the Leadership Team may determine from time to time.

- 5.9 No objection shall be raised to the qualification of a 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 chairman of the meeting whose decision shall be final and conclusive.
- 5.10 Any Member may, with the consent of the chair of the meeting, participate in a General Meeting by means of telephone, or some other oral form of communication whereby all persons participating in the meeting can hear each other and speak to each other, and participation in a meeting in this manner shall constitute presence in person at such meeting.

6. **Appointment of Leadership Team Members**

- 6.1 The Leadership Team shall consist of between five and eleven persons, holding office ex officio, elected or appointed in accordance with the provisions of this Article.
- 6.2 The Senior Minister (or, if there is no Senior Minister and a Moderator has been appointed, the Moderator) shall be a Leadership Team Member ex officio.
- 6.3 The Members may by special resolution elect additional persons who are Members and who are willing to act to serve as a Leadership Team Member for a term of five years, either to fill a vacancy or as additional Leadership Team Members, in accordance with the provisions of this Article.
- 6.4 No person who has served two consecutive terms as an elected Leadership Team Member may be elected for a further term unless:
- (a) Either a period of at least one year has expired since he or she last ceased to serve as a Leadership Team Member; or
 - (b) The fact that he or she has already served two consecutive terms as a Leadership Team Member has brought to the attention of the General Meeting at which he or she is to be elected and the Members, by separate special resolution, expressly approve his or her re-election in which case this he or she shall then serve for a further term of one year only.
- 6.5 The elected members of the Leadership Team may, after consultation with the Senior Minister, appoint not more than three Ministers (other than the Senior Minister) to be additional Leadership Team Members for such term of office as they shall think fit.
- 6.6 Notwithstanding anything else in this Article:
- (a) At all times the majority of members of the Leadership Team shall be persons elected by the Members in accordance with Article 6.3;

- (b) Not less than three and no more than seven Leadership Team Members shall always be Members who are not Ministers or a Moderator.
- (c) In the event that the number of members of the Leadership Team elected by the Members in accordance with Article 6.3 shall fall below three, the Leadership Team shall call a General Meeting to enable the Members to elect additional Leadership Team Members; and
- (d) No person shall be eligible for election or appointment as a Leadership Team Member if he or she is the spouse of a person who is also a Leadership Team Member.

7. Disqualification and Removal of Leadership Team Members

7.1 A Leadership Team Member's term of office automatically terminates if he:

- (a) becomes incapable by reason of mental disorder within the meaning of the Mental Health Act 1983 of exercising his functions as a Leadership Team Member;
- (b) resigns by written notice to the Leadership Team;
- (c) is removed from office by the Members pursuant to the Act;
- (d) is absent without permission from more than six consecutive meetings of the Leadership Team;
- (e) becomes prohibited by law from being a charity trustee or a company director;
- (f) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (g) has, at any time, been convicted of any criminal offence, excluding any offence for which the maximum sentence is a fine or a lesser sentence and any offence that has been spent under the Rehabilitation of Offenders Act 1974.

8. Chairman of the Leadership Team

The Senior Minister or, if there are no Ministers and a Moderator shall have been appointed, the Moderator shall chair the Leadership Team. If there is no Minister and no Moderator has been appointed, the Leadership Team shall elect a chairman from among their number for a term not exceeding one year provided that in the event that a Minister or a Moderator shall be appointed, the elected chairman shall cease to hold office as Chairman and the role shall be assumed by the Senior Minister or Moderator (as the case may be). If at the end of his or her term of office no Minister or Moderator shall have been appointed, a retiring elected Chairman may be re-elected

by the Leadership Team for a further term of office and there shall be no limit to the number of times such a Chairman may be re-elected.

9. **Proceedings of the Leadership Team and the Chairman**

9.1 Subject to the provisions of Article 10, the Leadership Team shall have the control of the Church and its property and funds and may make such rules (not inconsistent with the Memorandum or the Articles) as may be required for the proper administration of the affairs of the Church.

9.2 Subject to the provisions of these Articles and the Act, the Leadership Team may regulate their proceedings as the Leadership Team think fit. A Leadership Team Member may call a meeting of the Leadership Team.

9.3 The minimum number of meetings of the Leadership Team to be held each year may be fixed by the Leadership Team from time to time and unless so fixed shall be four.

9.4 Questions arising at a meeting of the Leadership Team shall be decided by a majority of the votes of the Leadership Team. In the case of an equality of votes the matter shall be decided in accordance with the majority of votes cast by the elected members of the Leadership Team.

9.5 The quorum for the transaction of the business of the Leadership Team may be fixed by the Leadership Team and unless so fixed at any other number shall be the whole number next above one half of the number of Leadership Team Members. Provided that no meeting of the Leadership Team shall be quorate unless a majority of the Leadership Team Members present are persons who are not Ministers.

9.6 All acts done by a meeting of the Leadership Team or of a committee appointed under Article 12, or by a person acting as a Leadership Team Member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Leadership Team Member 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 Leadership Team Member and had been entitled to vote.

9.7 A written resolution agreed by all of the Leadership Team Members entitled to receive notice of a meeting of the Leadership Team and to vote on the issue in question is as valid as a resolution actually passed at a meeting of the Leadership Team duly convened and held.

9.8 Any Leadership Team Member may, with the consent of the chair of the meeting, participate in a meeting of the Leadership Team by means of telephone, or some other

oral form of communication whereby all persons participating in the meeting can hear each other and speak to each other, and participation in a meeting in this manner shall constitute presence in person at such meeting.

10. **Matters subject to control by Members**

No decision of the Leadership Team regarding any of the following matters may be implemented unless and until it has been approved in General Meeting by a vote of not less than the percentage set out in brackets at the end of each of the following paragraphs of the Members present and voting:

- 10.1 The appointment of a Moderator [75%];
- 10.2 The appointment, removal or dismissal of a Minister (including the Senior Minister) or the substitution of another Minister for the Senior Minister while the latter remains as a Minister [75%];
- 10.3 The election or removal of Heads of Departments [$66\frac{2}{3}\%$];
- 10.4 Any matters concerning the purchase, sale, exchange, mortgage substantial alteration, improvement or enlargement of real property owned by or held in trust for the Church, including any addition to, demolition or rebuilding of buildings and the erection of new buildings on such real property or the application of the proceeds of sale of such real property [$66\frac{2}{3}\%$]; and
- 10.5 Any rules made by the Leadership Team pursuant to Article 9.1 [$66\frac{2}{3}\%$].

11. **Secretary**

The Church may, but is not required to, have a Secretary. Any such Secretary will be appointed by the Leadership Team for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Leadership Team. A Secretary may be, but does not have to be, a Leadership Team Member.

12. **Committees**

- 12.1 The Leadership Team may establish a committee or committees comprising such persons as they shall think fit provided that each committee must include at least one Leadership Team Member.
- 12.2 The proceedings and powers of committees established by the Leadership Team shall be governed by such rules as the Leadership Team may from time to time prescribe.
- 12.3 No meeting of any committee shall be quorate unless at least one Leadership Team member is present and no resolution of any committee shall be passed unless the

Leadership Team Members present or, if more than one present, the majority of the Leadership Team members present and the majority of the remainder of the committee vote in favour of the resolution.

12.4 All proceedings of committees must be reported promptly to the Leadership Team.

13. **Minutes**

13.1 The Leadership Team shall cause minutes to be made in books (or other recordable format) kept for the purpose:

- (a) of all appointments of officers made by the Members or Leadership Team; and
- (b) of all proceedings at meetings of the Church, the Leadership Team, and committees, including the names of the persons present at each such meeting.

13.2 Minutes of all meetings of the Leadership Team and General Meetings and copies of all resolutions must be kept for a minimum of 10 years and available for inspection in accordance with Parts 10 and 13 of the Act.

14. **Notices**

14.1 Any notice to be sent to or by any person pursuant to these Articles, except a notice calling a meeting of the Leadership Team, shall be in writing and may be delivered or sent by post or using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article 'address' in relation to electronic communications includes any number or address used for the purpose of such communications.

14.2 The Church may give any notice to Members either personally, by electronic communication or by sending it by post in a prepaid envelope addressed to a Member at his address or by leaving it at that address.

14.3 Any notice, if served by post, shall be deemed to have been served on the second day following that on which the envelope containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted. A notice or other document contained in an electronic communication shall be deemed sent on the day following that on which the electronic communication was sent and electronic confirmation of receipt shall be conclusive evidence that notice was sent to an email address.

14.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

14.5 If a Member is present at a General Meeting or a Leadership Team Member is present at a meeting of the Leadership Team he shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

15. **Accounts**

15.1 Accounting records sufficient to show and explain the transactions and assets and liabilities of the Church and otherwise complying with the Act shall be kept at the registered office or such other place within the United Kingdom as the Leadership Team think fit.

15.2 The Leadership Team shall comply with the requirements of the Act and the Charities Act 1993 in relation to the inspection by Members of the minute books and annual accounts of the Church but subject to those restrictions may impose reasonable restrictions as to the time and manner of any such inspection.

15.3 The Leadership Team shall comply with the requirements of the Act in sending copies of such accounts or summary of financial statements, balance sheets and reports or any other document required by law to be annexed or attached to them to all persons entitled to receive notice of General Meetings of the Church at the time when the accounts are filed with the Registrar of Companies, which must be within nine months of the end of each financial year.

16. **Winding Up**

On the winding up and dissolution of the Church the provisions of the Memorandum shall have effect as if repeated in these Articles.

17. **Indemnity**

The Church may indemnify any Leadership Team Member against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

APPENDIX

The Articles of Faith

1. The divine and full inspiration and authority of the Holy Scripture as the supreme and sufficient rule of faith and practice, and the duty of the believer to engage with the Word of God.
2. The unity of the one true God who lives eternally in three persons - the Father, the Son and the Holy Spirit.
3. The fall and sinful state of men and women, who without Christ incur divine wrath and judgement.
4. The sacrifice of Christ on the cross: dying in our place, paying the price of sin and defeating evil.
5. The bodily resurrection of Christ, his ascension to the Father, and his reign and mediation as the only Saviour of the world.
6. The justification of the sinner by faith alone in the Lord Jesus Christ; a faith that works by love and produces holiness
7. The work of the Holy Spirit, who leads us to Christ, unites us with Christ through new birth, makes us holy, brings spiritual revelation, empowers our discipleship and enables our witness.
8. The personal and visible return of the Lord Jesus Christ according to his promise to fulfil the purposes of God.
9. The baptism of believers' by immersion.

Although not essential to Salvation, believers' baptism is an act of obedience to the Lord's will and required for completeness of discipleship.

Such baptism is not regarded as a condition of membership, however it is a matter upon which each one must prayerfully consult the baptismal teaching in Scripture and be fully persuaded in his or her own mind before the Lord.

We wish to be formed into a company under these Articles

NAMES AND ADDRESSES OF SUBSCRIBERS

Reverend Peter NODDING
35a, Foxley Lane
Purley, Surrey, CR8 3EH

Reverend Pamela BRYAN
55a Brighton Road
Purley, Surrey, CR8 2LR

Reverend James Alastair TETLEY
71 Kingsdown Avenue
South Croydon, Surrey, CR2 6QJ

Mrs Helen Patricia HARRIS
35 Furze Lane
Purley, Surrey, CR8 3EJ

Mr Andrew Martin PHILLIPS
21 Canons Hill
Coulston, Surrey, CR5 1HB

Mr Nicholas Charles CONNOLLY
86 Purley Park Road
Purley, Surrey, CR8 2BT

Mr Iain DUNN
16 Reddown Road
Coulston, Surrey, CR5 1AX

Dr John Harold Scott FOSTER
5, Badgers Walk,
Purley, Surrey, CR8 3PX

Dated 29 September 2009