

Articles of Association

of

THE HEART OF ENGLAND BAPTIST ASSOCIATION

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 2006

Adopted by special resolution on [date]

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Articles of Association

The Heart of England Baptist Association

PART A. INTRODUCTION

INTERPRETATION

1. In these Articles:

"address" means a postal address, or for the purposes of electronic communication, a fax number, and email or postal address or a telephone number for receiving messages in each case registered with the Association;

"the Articles" means these Articles of Association;

"Associate Members" means the associate non-voting members of the Association admitted in accordance with Articles 26 and 27;

"the Association" means the Company intended to be regulated by these Articles;

"The Baptist Union of Great Britain" means the charitable incorporated organisation registered with charity number 1181392;

"clear days" in relation to the period of a notice means the 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;

"the church's authorised administrative contact" means the church secretary, administrator or other individual designated by the church to the Association;

"church member" means a person admitted into membership of a Baptist church in accordance with that church's constitution from time to time in force;

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

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Association;

"connected person" means such of those persons defined in section 118 of the Charities Act 2011;

"Charities Acts" means the Charities Acts 1993 and 2006 and 2011 insofar as they are still in force and apply to the Association;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in section 1168 of the Companies Act 2006; "executed" includes any mode of execution;

"Heart of England" means principally the area covered by the Counties of Warwickshire, Worcestershire, Herefordshire, Staffordshire, and Shropshire, and the metropolitan boroughs of the City of Birmingham, the City of Coventry, the City of Wolverhampton, Dudley, Sandwell, Solihull and Walsall, as they exist at 1 January 2012;

"Member" or "Members" means a company member for the time being of the Association who is admitted under Article 17.

"the Moderator" means the person appointed by the Trustees to be the chair meetings of the Trustees;

"office" means the registered office of the Association;

"poll" means a formal count of votes on a resolution as distinct from indication by show of hands;

"Regional Minister/Team Leader" means the person or persons appointed in accordance with the Association Employment Policy for the time being in force;

"a representative" means a Member of a Member church appointed by that Member church having power to vote at a General Meeting of the Association;

"a resolution of the Members" is carried by a simple majority of Members voting either through their representatives or by electronic means;

"Rules" means the rules of the Association from time to time in force and made in accordance with these Articles;

"Trustee" or "Trustees" means the company directors of the Association and the charity trustees as defined by section 117 of the Charities Act 2011 appointed in accordance with these Articles;

"Secretary" means the Secretary of the Association or any other person appointed to perform the duties of the Secretary of the Association or the Board of Trustees, including a joint, assistant or deputy secretary in accordance with these Articles;

"special resolution" means a resolution identified as such in communication from the Association, requiring a 75% vote in favour from the Members voting;

"the Treasurer" means the person appointed by a resolution of the member churches to be the Treasurer of the Association in accordance with these Articles;

"the United Kingdom" means Great Britain and Northern Ireland.

2. Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Acts and words importing the masculine gender only shall include the feminine gender.

NAME

3. The Association's name is The Heart of England Baptist Association (The Association) is a charity registered in England and Wales.

REGISTERED OFFICE

4. The Association's registered office is to be situated in England and Wales.

OBJECTS

5. The Association's objects ("the Objects") are the advancement of the Christian faith, particularly in the Heart of England (as hereinafter defined) and especially by the means of and in accordance with the principles of the Baptist denomination as set out for the time being in the Declaration of Principle of The Baptist Union of Great Britain.

POWERS

6. In furtherance of the Objects but not otherwise the Association may exercise the following powers:
- (a) to provide suitable premises and other amenities to enable the Objects to be carried out;
 - (b) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Association;
 - (c) to raise funds and to invite and receive contributions: provided that in raising funds the Association shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
 - (d) to borrow money and give security for loans including collateral security (but only in accordance with any restrictions imposed by law);
 - (e) to acquire, alter, erect, maintain, restore, improve, insure and (subject to such consents as may be required by law) to charge, exchange, demise, let or otherwise dispose of property whether owned solely or jointly with any other person or body;
 - (f) subject to clauses 7 to 11 below to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provisions for the payment of pensions and superannuation to staff and their dependants and (where appropriate) to provide housing for staff;
 - (g) to administer, to establish or support (including the lending of money to) any charitable trusts, associations or institutions formed for all or any of the Objects;
 - (h) to merge with any charitable trust, association or institution formed for all or any of the Objects;
 - (i) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
 - (j) subject to clauses 7 to 11 below to give grants to individuals towards the furtherance of the Objects;

- (k) to pay out of the funds of the Association the costs, charges and expenses of and incidental to the formation and registration of the Association;
- (l) to invest the moneys of the Association not immediately required for its purposes in or upon such investments, loans, securities or property as may be thought fit and provided always that any investment or use of such moneys shall be subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (m) to employ investment managers and to delegate to such investment managers the power to buy and sell investments the power to employ and delegate being subject to such limitations and reporting provisions that are appropriate to the Association and are recorded in writing;
- (n) to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the Association or the trade is temporary and ancillary to the carrying out of a primary object;
- (o) to accept and hold whether as bare Trustee or otherwise any property whether real or personal held on charitable trusts in furtherance of all or any of the Objects which may from time to time be conveyed transferred assigned or otherwise vested in the Association;
- (p) to acquire land or any other property or asset notwithstanding that it is held on other than exclusively charitable trusts, and to share ownership of any land, property or other asset with any other body or person;
- (q) to acquire by purchase or otherwise and undertake (so far as it lawfully may), the property liabilities and work either wholly or in part of any charitable association or society formed for, or for carrying on, or promoting any of the Objects or possessed of any property suitable to such Objects;
- (r) to grant annuities for such consideration and on such terms as thought desirable with a view to the promotion of the Objects;
- (s) to insure the Trustees in accordance with the terms or and subject to the conditions in section 189 of the Charities Act 2011 against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the member or members of the Trustees concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty; and
- (t) to do all such other lawful things as are necessary for the achievement of the Objects.

APPLICATION OF INCOME

7. The income and property of the Association shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members of the Association, (save in so far as any payment is properly applied for charitable purposes of Members of the Association).

BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS

8. No Trustee or connected person shall be appointed to any office of the Association paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Association, or buy goods or services from the Association on terms preferential to those applicable to other members of the public, save as provided by Article 11 hereof and save also that nothing in this document shall prevent any payment in good faith by the Association:
- (a) of reasonable and proper remuneration for any services rendered to the Association by an officer or servant of the Association who is not a Trustee;
 - (b) of interest on money lent by any Trustee at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Trustees;
 - (c) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Trustees may also be a member holding not more than 1/100th part of the issued capital of that company;
 - (d) of reasonable and proper rent for premises demised or let by any Trustee;
 - (e) of reasonable out-of-pocket expenses to any Trustee; and
 - (f) of the premium for any indemnity insurance in respect of any liabilities properly incurred in running the Association (including the costs of a successful defence to criminal proceedings).
9. A Trustee or connected person may receive a benefit from the Association in the capacity of a beneficiary of the Association provided that a majority of the Trustees do not benefit in this way.
10. A Trustee or connected person may take part in the normal trading and fundraising activities of the Association on the same terms as members of the public.
11. A Trustee who is also a Regional Minister nevertheless shall be entitled to be paid such remuneration and benefits in respect of their employment by the Association as the other Trustees shall from time to time decide provided always that any such person shall withdraw from that part of any meeting at which his or her appointment dismissal remuneration or other terms are discussed or decided and shall not count towards the quorum for any such meeting.
12. No Trustee or connected person may:
- (a) Buy any goods or services from the Association on terms preferential to those applicable to members of the public;
 - (b) Sell goods, services or any interest in land to the Association;
 - (c) Be employed by, or receive any remuneration from, the Association (otherwise than in accordance with Article 11);
 - (d) Receive any other financial benefit from the Association; unless
 - The payment is permitted by Articles 13 to 15; or
 - The Trustees obtain the prior written approval of the Charity Commission and fully comply with any procedures it prescribes.
13. A Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Association where that is permitted in accordance with, and subject to the conditions in, sections 185 to 186 of the Charities Act 2011.
14. Subject to Article 15, a Trustee or connected person may provide the Association with goods that are not supplied in connection with the services provided to the Association by the Trustee or connected person.
15. The Association and its Trustees may only rely on the authority provided by Article 14 if each of the following conditions

is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between:
 - The Association; and
 - The Trustee or connected person supplying the goods (the supplier) under which the supplier is to supply the goods in question to or on behalf of the Association.
 - (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
 - (c) The other Trustees are satisfied that it is in the best interests of the Association to contract with the supplier rather than someone who is not a Trustee or connected person. In reaching that decision, the Trustees must balance the advantage of contracting with the Trustee or connected person against the disadvantages of doing so.
 - (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with that supplied with regard to the supply of goods to the Association.
 - (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting.
 - (f) The reason for their decision is recorded by the Trustees in the minute book.
 - (g) A majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 12.
16. In Articles 13 to 15, 'Association' includes any company in which the Association:
- (a) Holds more than 50% of the shares; or
 - (b) Controls more than 50% of the voting rights attached to the shares; or
 - (c) Has the right to appoint one or more directors to the board of the company.

PART B. MEMBERSHIP

MEMBERSHIP

17. The Members of the Association shall be the Baptist churches in the Heart of England or elsewhere as shall apply in writing to the Trustees and the Trustees shall from time to time admit into membership according to these Articles and the Rules currently in force.
18. The Trustees shall keep a register of the names and addresses of all Members and their representatives.
19. A Member may resign from membership of the Association by a special resolution of its church members passed at a duly constituted special church members' meeting validly called and held in accordance with its constitution.

ADMISSION OF MEMBERS

20. Membership of the Association is open to any Baptist church which is in union with The Baptist Union of Great Britain and which resolves at a church members' meeting to apply for membership of the Association*. Applications for membership will also be considered by the Trustees from Local Ecumenical Partnerships with Baptist participation, whose ways of being church are consistent with Baptist principles (in the opinion of the Trustees).

**For clarification under normal circumstances applications for membership would initially be submitted to the Association, and on approval may then further be submitted to the Baptist Union of Great Britain as application for Membership of the Union.*

21. The Trustees:
 - a) may require applications for membership to be made in any reasonable way that they decide save that it shall be in accordance with these Articles and the Rules;
 - b) may refuse an application for membership if they believe that it is in the best interests of the Association for them to do so;
 - c) shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within three months of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and
 - d) shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

TERMINATION OF MEMBERSHIP

22. Membership of the Association will come to an end if:
 - a) the Member (as an organisation) ceases to exist;
 - b) the Member sends a notice of resignation to the Trustees; or
 - c) the Members decide that it is in the best interests of the Association that the Member, in question be removed from membership and pass a special resolution of the Members of the Association to that effect at a general meeting or by special written resolution.
23. Before the membership take any decision to remove a Member from membership of the Association the Trustees must have carried out the process for removal of a Member as set out in the from the Articles time to time.

LIABILITY OF MEMBERS

- 24. The liability of the Members is limited to a sum not exceeding £10.
- 25. Every Member of the Association undertakes to contribute such amount as may be required (not exceeding £10) to the Association's assets if the Association should be wound up while it is a Member or within one year after it ceases to be a Member, for payment of the Association's debts and liabilities contracted before it ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

ASSOCIATE MEMBERSHIP

- 26. There shall be a class of associate non-voting membership and person or organisations admitted to this class shall be called "Associate Members".
- 27. The Trustees may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.
- 28. Save for Articles 26 and, 27, references in these Articles to "Member" and "Membership" do not apply to Associate Members and Associate Members do not qualify as members for any purpose under the Charities Acts or the Companies Acts.

PART C. GENERAL MEETINGS

GENERAL MEETINGS

29. The Trustees may call an Annual General Meeting each year in addition to any other General Meeting in that year.
30. All General Meetings shall be held at such times and places as the Trustees shall appoint and shall be called by at least twenty-one clear days' notice. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such. The notice shall be served on all the member churches, the Trustees and the Auditors of the Association.
31. In accordance with the Companies Acts, the Trustees must convene a General Meeting if at least 10% of the Members request to the Trustees in writing that a General Meeting be called.

NOTICE OF GENERAL MEETINGS

32. The Association may give notice to any Member either:
- a) personally; or
 - b) by sending it by post in a prepaid envelope addressed to the Member at the correspondence address supplied by the Member's authorised administrative contact or representative; or
 - c) by leaving it at the Member's address; or
 - d) by sending it in electronic form to the email correspondence address supplied by the Member's authorised administrative contact or representative; or
 - e) by placing the notice on a website and providing the church's authorised administrative contact or representative with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place, date and time of the meeting.
33. Any Member which does not appoint an authorised administrative contact or representative or provide an address for correspondence with the Association, or registers only a postal address which is not within the United Kingdom shall be deemed to have read the notice on the Association's website.
34. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
35. Proof that an electronic form of notice was given shall be conclusive where the Association can demonstrate that it was properly addressed and sent in accordance with section 1147 of the Companies Act 2006. A notice sent by electronic form shall be deemed to be given at the expiration of 48 hours after it was sent.
36. 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.

PROCEEDINGS AT GENERAL MEETINGS

37. The Moderator of the Trustees shall serve as Moderator of a General Meeting. If the Moderator is not available or is unwilling to serve, the Members present and entitled to vote will be asked to appoint another of the Trustees to act as Moderator of the meeting.
38. No business shall be transacted at any meeting unless a quorum is present when the meeting starts. The quorum for general meetings shall be the greater of 10% or twenty representatives of Members present in person and entitled to vote upon the business to be transacted.
39. If no quorum is present within thirty minutes of the time specified for the start of the meeting, the Moderator will adjourn the meeting until a later date.
40. If no quorum is present at a reconvened meeting within thirty minutes of the time specified for the start of the meeting the representatives present in person at that time shall constitute the quorum for that meeting.
41. The Moderator may adjourn the Meeting if necessary or appropriate, such circumstances may include a request for an adjournment supported by a majority of representatives/proxies; the Meeting becoming inquorate or essential information being required for the business to be concluded.
42. An adjourned Meeting will be convened no earlier than seven days from the date of the original Meeting and will conduct no business other than the business presented at the original Meeting. Notice of an adjourned meeting will be given to all member churches
43. In the case of an equality of votes, whether on a show of hands or by ballot, the Moderator shall be entitled to an additional vote.
44. The result of the vote shall be recorded in the Minutes of the meeting.

ATTENDANCE AND REPRESENTATION AT GENERAL MEETINGS

45. Any person that is a church member of a Member may attend a General Meeting or Annual General Meeting of the Association.
46. Each Member shall have the right to appoint one representative to attend and vote at General Meetings of the Association. Every Member shall have one vote.

VOTING AT GENERAL MEETINGS

47. At a General Meeting a show of hands is where all those entitled to vote raise one hand for notice by the Moderator; poll is where a formal count is taken of those raised hands and a ballot is a written vote.
48. The percentage of votes required for a resolution of the members to be passed is 65% subject to the requirements of the Companies Acts for decisions of the Members to be taken by ordinary or special resolution.
49. A resolution put to the vote of a meeting shall be decided on a show of hands by those eligible to vote unless (before or on the declaration of the result of a show of hands) not fewer than ten of the representatives (or their proxies) shall ask for a poll or ballot.

50. A poll may be taken:
- a) at the meeting at which it was demanded; or
 - b) at some other time and place specified by the Moderator; or
 - c) through the use of postal or electronic communications.
51. A declaration by the Moderator 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.
52. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Moderator whose decision shall be final and conclusive.
53. Trustees and members of staff of the Association may only vote at a General Meeting (or by written resolution) if they are also appointed as a representative of a Member.

GENERAL MEETINGS HELD BY ELECTRONIC MEANS

54. A General Meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants. Suitable electronic means may include (but is not limited to) video and telephone conferencing.
55. Any person participating at a general meeting by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
56. General Meetings held by electronic means must comply with the requirements of these Articles for Annual General Meetings and general meetings, including chairing and the taking of minutes.

MEMBERS' WRITTEN RESOLUTIONS

57. Outside of a General Meeting, the Trustees may ask Members to consider and decide upon a matter using electronic and/or paper voting.
58. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective if:
- a) a copy of the proposed resolution has been sent to every eligible Member by email or by letter; and
 - b) a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members have signified its agreement with the resolution; and
 - c) the agreement referred to above is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date; and
 - d) a resolution in writing may comprise several copies to which one or more Members have signified their agreement.
59. In this event, the Trustees will use the email or postal correspondence addresses supplied by Members and will ensure a system which allows for each Member to submit just one vote, electronically or by using a paper voting form.
60. The results of a written resolution will be announced in the Association newsletter or by direct email or postal contact with each Member.

PART D. TRUSTEES

FUNCTIONS AND DUTIES OF TRUSTEES

61. Subject to the provisions of the Charities Acts, the Companies Acts, these Articles and to any directions given by special resolution of the Members, the business of the Association shall be managed by the Trustees who may exercise all the powers of the Association.
62. No alteration to the Articles and no such direction shall have retrospective effect to invalidate any prior act of the Trustees.
63. Any meeting of the Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

ELIGIBILITY FOR TRUSTEESHIP

64. A Trustee must be a natural person aged 18 years or older and capable of taking legal responsibility for decisions made alongside other Trustees.
65. No-one may be appointed a Trustee if he or she would be disqualified from acting by Statute or under the provisions of these Articles.

APPOINTMENT OF TRUSTEES

66. The Regional Minister/Team Leader for the time being shall automatically, by virtue of holding that office, be a Trustee ("the Ex-officio Trustee"). His or her tenure as Trustee will not be subject to the retirement process outlined in the Articles.

If unwilling to act as a Trustee, the Regional Minister/Team Leader may:

- a) before accepting appointment as a Trustee, give notice in writing to the Trustees of his or her unwillingness to act in that capacity; or
- b) after accepting appointment as a Trustee, resign under the provisions for retirement of Trustees in these Articles.

The office of Ex-officio Trustee will then remain vacant until the office holder ceases to hold office.

67. The number of Trustees (including any Ex-officio Trustee) shall not be less than four but shall not be subject to any maximum.
68. The Members of the Association may by ordinary resolution appoint a person who is willing to be a Trustee according to the procedure described in these Articles.
69. A Trustee may not appoint an alternate trustee or anyone to act on his or her behalf at meetings of the Trustees.
70. The Trustees (excluding the Ex-officio Trustee), the Moderator and the Treasurer will be elected for a three-year term by a resolution of the Members.
71. The Trustees may invite a representative of the wider Baptist family to serve as a Trustee and may co-opt up to three additional Trustees.

RETIREMENT OR REMOVAL OF TRUSTEES

72. A Trustee shall cease to hold office if he or she:
- a) dies;

- b) ceases to be a director under the Companies Act, is prohibited by law from being a director or a charity trustee or is disqualified from acting as a charity trustee under the Charities Act 2011;
- c) in the reasonable opinion of the other Trustees, ceases to be a church member in good standing of a Member of the Association;
- d) in the reasonable opinion of the Trustees, becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs or fulfilling the duties and responsibilities of a Trustee and the Trustees pass a resolution to this effect;
- e) resigns as Trustee by giving notice to the Association (but only if at least four Trustees will remain in office when the notice of resignation is to take effect);
- f) is absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that his or her office be vacated; or
- g) is not reappointed as a Trustee in accordance with these Articles when his or her term of office comes to an end; or
- h) is in the opinion of the Trustees guilty of conduct detrimental to the interests of the Association and the Trustees resolve by a 75% majority of the Trustees present and voting at a properly convened meeting of the Trustees that he or she should be removed provided that the Trustee concerned has first been given an opportunity to put his case and to justify why he or she should not be removed as a Trustee.

TRUSTEES EXPENSES

- 73. Except to the extent permitted by Articles 8 - 16 above, the Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.
- 74. Except to the extent permitted by Articles 8 - 16 above, no Trustee shall take or hold any interest in property belonging to the Association or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Association is a party.

PROCEEDINGS OF MEETINGS OF THE TRUSTEES

- 75. Subject to the provisions of the Articles and the Rules currently in force, the Trustees may regulate proceedings at meetings as they see fit.
- 76. The Trustees may appoint one or more committees or working groups according to the Rules currently in force. All acts and proceedings of any such committees or working groups shall be fully and promptly reported to the Trustees.

DECLARATION OF TRUSTEES' INTERESTS

- 77. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Association or in any transaction or arrangement entered into by the Association which has not previously been declared. A Trustee must absent himself from any discussions of the Trustees in which it is possible that a conflict will arise between his duty to act solely in the interests of the Association and personal interest (including, but not limited to, personal financial interest).

CONFLICTS OF INTEREST

- 78. If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
 - a) The conflicted Trustee is absent from the part of the meeting at which there is discussion or any arrangement or

transaction affecting that other organisation or person;

- b) The conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of directors is present at the meeting; and
 - c) The unconflicted Trustees consider it is in the interests of the Association to authorise the conflict of interests in the circumstances applying.
79. In these Articles a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a director or to a connected person.

VALIDITY OF DIRECTORS' DECISIONS

80. Subject to these Articles, all acts done by a meeting of Trustees, or of a committee on behalf of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee who was disqualified from holding office, who had previously retired or had been obliged by the Articles to vacate office or who was not entitled to vote, if without:
- a) The vote of that Trustee; and
 - b) That Trustee being counted in the quorum
- The decision has been made by a majority of the Trustees at a quorate meeting.
81. Article 78 above does not permit a Trustee or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee if, but for article 78, the resolution would have been void or if the Trustee has not complied with the Article.
82. Any bank account in which any part of the assets of the Association is deposited shall be operated by the Trustees and shall indicate the name of the Association.

PART E. STATUTORY AND MISCELLANEOUS

OFFICERS AND STAFF OF THE ASSOCIATION

83. The Trustees may appoint such officers and or staff to serve the Association as they shall from time to time think fit.

SECRETARY

84. The Trustees may appoint a Secretary for the Association for such term, at such remuneration (if not a Trustee) and upon such conditions as the Trustees may think fit; and any Secretary so appointed may be removed by the Trustees.

MINUTES

85. The Trustees shall keep for a minimum of ten years the minutes of all proceedings at meetings of the Association and of the Trustees and of committees and working groups including the names of the persons present at each such meeting and all appointments of officers made by the Trustees.
86. Copies of the draft minutes of Trustee Meetings must be distributed to the Trustees as soon as reasonably possible after the meeting and in any case seven days before the next Trustee Meeting (unless the next Trustee Meeting is an urgent Trustee Meeting).
87. Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Trustee Meeting (as regards minutes of Trustee Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.

EXECUTION OF DOCUMENTS

88. Unless the Trustees resolve otherwise, documents which are executed as deeds must be signed by:
- a) two Trustees;
 - b) one Trustee and the Secretary (where appointed); or
 - c) one trustee in the presence of a witness who attests the Trustee's signature.

ANNUAL RETURN AND ACCOUNTS

89. The Trustees shall prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
90. The Trustees must comply with the requirements of the Charities Act 2011 with regard to the transmission of a copy of the statements of account and annual report to the Commission and the preparation of an Annual Return and its transmission to the Commission.

COMMUNICATION

91. Subject to these Articles anything sent or supplied by or to the Association under the Articles 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 the Act to be sent or supplied by or to the Association.
92. Subject to these 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 by which that Trustee has been asked to be sent or supplied with such notices or documents for the time being.
93. Any notice to be given to or by any person pursuant to the Articles:
- a) must be in writing; or
 - b) must be given in electronic form.
94. A Member present by a representative at any meeting of the Association shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called.

INDEMNITY

95. Subject to the provisions of the Companies Act every Trustee or other officer or auditor of the Association shall be indemnified out of the assets of the Association against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Association.

RULES

96. The Trustees may from time to time propose to the Members such reasonable and proper Rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Association and which shall be binding on all Trustees, Members and Associate Members of the Association.
97. The Members shall have power to retain, alter, add to or repeal the Rules by a resolution of the Members taken at a meeting or as a written resolution receiving a simple majority of the votes cast.
98. No Rules shall be inconsistent with, or shall affect or repeal anything contained in, the Articles and in the case of any inconsistency between the Articles and the Rules then the provisions of the Articles shall take precedence.

CHANGES TO THESE ARTICLES

99. These Articles may only be changed by Special Resolution of the members passed at a General Meeting of the churches. At least three months' notice will be given of a meeting to change the Articles and the proposed changes will be circulated to all member churches before the meeting.

DISSOLUTION

100. If the Association is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Association, but shall be given or transferred to The Baptist Union of Great Britain upon trust for some other Association or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Association by clauses 7 and 8 above, chosen by the members of the Association at or before the time of dissolution and if that cannot be done then to some other charitable objects.