

Company No. 884708

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

THE GOSPEL STANDARD TRUST

Incorporated the 2nd day of August, 1966

as The Gospel Standard Strict and Particular Baptist Trust Limited. The name was changed on the 15th day of February, 1979 to The Gospel Standard Trust, the Articles of Association being revised and brought up to date. Changes made by Special Resolutions passed on 20 May 1995, 21 May 2005 and 11 September 2021 have subsequently been incorporated.

THE COMPANIES ACT 2006

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DEFINITIONS AND INTERPRETATION

- 1 In these Articles of Association the following words and phrases shall have the following meanings unless the context otherwise requires:

Act means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

Adherent means one, who not being a member of any Church regularly attends a Gospel Standard Chapel for divine worship and subscribes to the Articles of Faith;

Articles means these Articles of Association;

Articles of Faith means the Articles of Faith of the Gospel Standard Strict and Particular Baptists embodied in the Declaration of Trust dated 23 November 1878 of the Gospel Standard Poor Relief Society which is now incorporated within the Gospel Standard Aid and Poor Relief Society (charity number 209373) governed by the Charity Commission Scheme dated 15 October 2007;

Charities Act means the Charities Act 2011 including any statutory modification, consolidation or re-enactment thereof for the time being in force;

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

Charity Commission	means the Charity Commission for England and Wales;
Company	means THE GOSPEL STANDARD TRUST;
electronic form	includes electronic means (for example, e-mail or fax) or any other means while in electronic form (for example, sending a disk through the post);
Executive Committee	has the same meaning as a board of directors;
a Gospel Standard Chapel	<p>means a place of worship and ancillary land and buildings settled upon trust for the advancement of religion in accordance with:</p> <ol style="list-style-type: none"> (1) the Articles of Faith or an earlier version known as “the 31 Articles”, or (2) other articles of faith which, in the opinion of the Executive Committee, are not inconsistent with or contrary to the Articles of Faith; <p>and which is or has been occupied by a Gospel Standard Church or, in the absence of a church, is or was occupied by a congregation which subscribes or subscribed to the Articles of Faith;</p>
a Gospel Standard Church	means a body of baptised people united together for Christian worship and communion who believe in and practice the doctrines in the Articles of Faith;
Member	means a member of the Company being a person who is a member of the Company when these Articles are adopted or who is admitted to membership in accordance with these Articles;
member of the Executive Committee	means a director of the Company for the purposes of the Act and includes any person occupying the position of director, by whatever name called. The members of the Executive Committee are charity trustees as defined in the Charities Act;
Memorandum	means the memorandum of association of the Company;
Model Articles	means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229);
month	means a calendar month;
Objects	means the objects of the Company as set out in Article 4;
Ordinary Resolution	means a resolution (of the Members or, if applicable, a class of the Members) that is passed:

- (i) if a written resolution, by Members representing a simple majority of the total voting rights of eligible Members;
- (ii) on a show of hands at a meeting, by a simple majority of the votes cast by those entitled to vote;
- (iii) on a poll at a meeting, by Members representing a simple majority of the total voting rights of Members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;

proxy notice has the meaning given in Article 16.2;

Secretary means any person appointed to perform the duties of the secretary of the Company;

Special Resolution means a resolution (of the Members or, if applicable, a class of the Members) passed:

- (i) if a written resolution, by Members representing not less than 75% of the total voting rights of eligible Members;
- (ii) on a show of hands at a meeting, by a majority not less than 75% of the votes cast by those entitled to vote;
- (iii) on a poll at a meeting, by Members representing not less than 75% of the total voting rights of the Members who (being entitled to do so) vote in person, by proxy or (if applicable) in advance;

United Kingdom means the United Kingdom of Great Britain and Northern Ireland;

writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.1 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

1.2 Unless the context otherwise requires, all words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.

- 1.3 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of the Articles.
- 1.4 The Model Articles shall not apply to the Company.

CHARITY DETAILS

2 Name

The name of the Company is THE GOSPEL STANDARD TRUST.

3 Registered Office

The registered office of the Company will be situated in England and Wales.

OBJECTS AND POWERS

4 Objects

The objects for which the Company is established are:-

- 4.1 To assist Gospel Standard Churches and Congregations subscribing to the Articles of Faith of the Gospel Standard Strict and Particular Baptists (**the Articles of Faith**) in the furtherance of their religion and charitable work.
- 4.2 To assist with the appointment of trustees and with necessary legal advice, and/or repairs, maintenance or sale of any buildings or land relating to Gospel Standard Chapels.
- 4.3 To support such of the following as are charities: The Gospel Standard Aid and Poor Relief Society, The Gospel Standard Bethesda Fund, The Gospel Standard Publications Fund, The Gadsby Memorial Christmas Fund, The Library of the Gospel Standard Baptists and any other charitable trust or fund approved by the Executive Committee.

5 Powers

In furtherance of and as ancillary to the Objects, and in addition to any other powers it may have, the Company shall have power:

- 5.1 to apply to the Lord Chancellor for authority to act as a Trust Company in the terms of the Law of Property (Amendment) Act of 1926;
- 5.2 to accept and hold as trustee (or as custodian trustee) whether alone or jointly with other trustees any property held by Gospel Standard Chapels, being charitable trusts for the furtherance of their religion and of their charitable work as in Articles 4.1 and 4.2 above;

- 5.3 to accept appointments as trustee or custodian trustee or holding trustee of any Gospel Standard Chapel or other Gospel Standard charity;
- 5.4 to build, maintain, repair, restore or alter any chapel, school, pastor's house, or other building settled upon trust for the advancement of religion in accordance with the Articles of Faith. To grant financial assistance for the upkeep of burial grounds attached to and forming part of any Gospel Standard Chapel property settled upon trust;
- 5.5 to lend upon mortgage or otherwise, with or without interest, the moneys of the Company to any Church or to the Trustees of any property held on trust for the advancement of religion in accordance with the Articles of Faith as in Articles 4.1 and 4.2 above for the purpose of advancing their religion and charitable work;
- 5.6 to lend the moneys of the Company, with or without security or interest, and on such other terms as may be thought expedient, to assist any pastor, former pastor or prospective pastor of a Gospel Standard Church to purchase property for the use of himself and his family living with him;
- 5.7 to make grants or loans of money, to give guarantees and become or give security for the performance of contracts and to grant powers of attorney by way of security for the performance of obligations;
- 5.8 to print, publish or distribute any literature approved by the Company in furtherance of their religion in accordance with the Articles of Faith and of any charitable object associated therewith;
- 5.9 to set aside funds for special purposes or as reserves against future expenditure in accordance with a written reserves policy;
- 5.10 to deposit or invest funds with all the powers of a beneficial owner;
- 5.11 to delegate the management of investments to a financial expert but only on terms that:
 - 5.11.1 the investment policy is set down in writing for the financial expert by the Executive Committee;
 - 5.11.2 make provision for appropriate and regular reporting obligations to the Executive Committee in respect of all transactions;
 - 5.11.3 the performance of the investments is reviewed regularly with the Executive Committee;
 - 5.11.4 the Executive Committee shall be entitled to cancel the delegation arrangement at any time;
 - 5.11.5 the investment policy and the delegation arrangement are reviewed at least once a year;

- 5.11.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Executive Committee on receipt; and
- 5.11.7 the financial expert must not do anything outside the powers of the Executive Committee;

and **financial expert** means a person who is reasonably believed by the Executive Committee to be qualified to give advice in relation to investments by reason of his ability in and practical experience of financial and other matters relating to investments;

- 5.12 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Executive Committee or of a financial expert (as defined in Article 5.11) acting under their instructions and to pay any reasonable fee required;
- 5.13 to insure and arrange insurance cover of every kind and nature in respect of the Company, its property and assets and take out other insurance policies to protect the Company, its employees, volunteers or members as required;
- 5.14 to provide indemnity insurance for the Executive Committee in accordance with, and subject to the conditions in, section 189 of the Charities Act;
- 5.15 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company provided that the Company may only employ a member of the Executive Committee to the extent permitted in Article 6 and subject to compliance with the conditions set out there;
- 5.16 subject to the provisions of Article 6 to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or employees for the time being of the Company or their dependants;
- 5.17 to buy, sell, lease or otherwise acquire, mortgage, improve, manage or develop any real or personal property;
- 5.18 to borrow or raise money and secure the repayment thereof in such manner, and on such terms as the Company shall think fit provided that in doing so the Company shall comply with any relevant statutory regulations;
- 5.19 to accept any gift or transfer of money or any other property whether or not subject to any special trust provided that the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts and provided also that the Company shall not assume or impose any control or authority in the internal affairs of any duly constituted Gospel Standard Church;
- 5.20 to accept donations, covenanted or other subscriptions and legacies for the furtherance of the Objects;

- 5.21 to accept donations and legacies for specific Gospel Standard Chapels and to hold same in trust for such chapel in accordance with the terms of the legacy or donation;
- 5.22 to make any charitable donation either in cash or assets;
- 5.23 to obtain any Act of Parliament or other order or authority or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of the Company;
- 5.24 to do all such other things as are incidental or conducive to the promotion or attainment of the Objects or any of them.

APPLICATION, PAYMENT OR DISTRIBUTION OF THE CHARITY'S PROPERTY AND INCOME AND LIMITED LIABILITY OF MEMBERS

6 Application of income and property

The income and property of the Company shall be applied solely towards the promotion of the Objects.

- 6.1 None of the income or property of the Company may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members of the Company. This does not prevent a Member who is not also a member of the Executive Committee of the Company receiving:
 - 6.1.1 a benefit from the Company in the capacity of a beneficiary of the Company;
 - 6.1.2 reasonable and proper remuneration for any goods or services rendered to the Company;
 - 6.1.3 interest on money lent to the Company at a reasonable and proper rate not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank in London selected by the Executive Committee or 3%, whichever is the greater;
 - 6.1.4 reasonable and proper rent for premises demised or let to the Company;
 - 6.1.5 any premium in respect of insurance to cover any of the liabilities specified in Article 5.

A Member who is also a member of the Executive Committee may only receive a benefit, directly or indirectly, in accordance with Article 6.2 below.

- 6.2 A member of the Executive Committee:
 - 6.2.1 shall be entitled to be paid reasonable out-of-pocket expenses properly incurred when acting on behalf of the Company;

6.2.2 may receive an indemnity from the Company in accordance with Article 35;

6.2.3 may benefit from insurance cover, including indemnity insurance, purchased at the expense of the Company in accordance with Article 5;

subject thereto, no member of the Executive Committee may receive any payment or other material benefit, directly or indirectly, from the Company unless:

6.2.4 the payment is expressly permitted in Article 6.3 below and the conditions set out in Article 6.4 are followed; or

6.2.5 the Executive Committee obtain the prior written approval of the Charity Commission.

6.3 A member of the Executive Committee may directly or indirectly:

6.3.1 receive a benefit in the capacity of a beneficiary of the Company;

6.3.2 receive a benefit in the capacity of a pastor, former pastor or prospective pastor of a Gospel Standard Church in accordance with Article 5.6;

6.3.3 receive fees, remuneration or other benefit in money or money's worth under a contract for the supply of services (including goods supplied in connection with the provision of such services) to the Company other than for acting as a member of the Executive Committee;

6.3.4 receive interest on money lent to the Company at a reasonable and proper rate not exceeding either 2% per annum below the base lending rate prescribed for the time being by a clearing bank in London selected by the Executive Committee or 3%, whichever is the greater;

6.3.5 receive reasonable and proper rent for premises demised or let to the Company.

6.4 The authority in Article 6.3 above is subject to the following conditions being satisfied:

6.4.1 the remuneration or other sums paid to or for the benefit of the member of the Executive Committee do not exceed an amount which is reasonable in all the circumstances;

6.4.2 prior to any payment being made to the member of the Executive Committee or for his benefit (other than in his capacity as a beneficiary) an appropriate written contract is concluded between the member of the Executive Committee (or relevant person) and the Company containing the full details of his duties and obligations to the Company the amount of remuneration payable to him and all other relevant terms and conditions and copies of all such contracts are retained by the Company for inspection by any authorised person;

- 6.4.3 the other members of the Executive Committee are satisfied that it is in the interests of the Company to contract with that member of the Executive Committee (or relevant person) rather than with someone who is not a member of the Executive Committee (or relevant person). In reaching that decision the Executive Committee shall balance the advantage of contracting with the member of the Executive Committee (or relevant person) against the disadvantages of doing so (including the loss of the member of the Executive Committee's services as a result of dealing with the member of the Executive Committee's conflict of interests);
- 6.4.4 a majority of the Executive Committee then in office are not in receipt of such payments or benefits;
- 6.4.5 the provisions of Article 7.1 below are observed in relation to any discussions of the Executive Committee concerning that member of the Executive Committee's interest, his remuneration or any variation of his remuneration;

and, in this Article, where Article 6.3 applies in respect of a member of the Executive Committee indirectly, a **relevant person** is a person (other than the member of the Executive Committee) who proposes to enter into a contract with, lend money to or demise or let premises to the Company under Articles 6.3.3, 6.3.4 or 6.3.5 as the case may be.

7 Conflicts of interests and conflicts of loyalty

- 7.1 Whenever a member of the Executive Committee has a personal interest (including but not limited to a personal financial interest or a duty of loyalty owed to another organisation or person) directly or indirectly in a matter to be discussed at a meeting of the Executive Committee or a Sub-Committee of the Executive Committee or in any transaction or arrangement with the Company, the member of the Executive Committee concerned shall:
 - 7.1.1 declare an interest at or before discussion begins on the item;
 - 7.1.2 withdraw from the meeting for that item unless expressly invited to remain in order to give information;
 - 7.1.3 not be counted in the quorum for the part of any meeting devoted to that item; and
 - 7.1.4 withdraw during the vote and have no vote on the item.
- 7.2 Where a member of the Executive Committee becomes aware of such a personal interest in relation to a matter arising in a resolution in writing circulated to the Executive Committee, the member of the Executive Committee concerned shall:
 - 7.2.1 as soon as possible declare an interest to all the other members of the Executive Committee;

7.2.2 not be entitled to vote on the resolution in writing, and

the resolution shall take effect accordingly provided that any members of the Executive Committee who has already voted on the resolution may, on being notified of the personal interest, withdraw their vote.

7.3 Articles 7.1.2 to 7.1.4 and 7.2 above shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in the Articles.

7.4 If a conflict of interests arises for a member of the Executive Committee, which may but need not be 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, then, on the matter being proposed to the members of the Executive Committee, the unconflicted members of the Executive Committee (provided they comprise a quorum) may authorise the conflict of interests (the **authorised conflict**) subject to the conditions in Article 7.5.

7.5 A conflict of interests may only be authorised under Article 7.4 if:

7.5.1 the unconflicted members of the Executive Committee consider it is in the interests of the Company to do so in the circumstances applying;

7.5.2 the procedures of Articles 7.1 and 7.2 (as the case may be) are followed in respect of the authorised conflict; and

7.5.3 the terms of Article 6 are complied with in respect of any direct or indirect benefit to the conflicted member of the Executive Committee which may arise from the authorised conflict.

7.6 Where a conflict is authorised in accordance with Articles 7.4 and 7.5 above, the unconflicted members of the Executive Committee, as they consider appropriate in the interests of the Company, may set out any express terms of the authorisation and may impose conditions on the authorisation.

8 Limited liability of members

8.1 The liability of the Members is limited.

8.2 Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he 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 amongst themselves such amount as may be required not exceeding twenty-five pence.

9 Surplus assets

9.1 If on the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatever of the Company (the **Company's surplus assets**), the same shall not be paid to or distributed among

the Members of the Company, but shall be given or transferred in accordance with this Article.

9.2 The Members of the Company may at any time before, and in expectation of, its dissolution resolve that the Company's surplus assets shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

9.2.1 directly for one or more of the Objects;

9.2.2 to any one or more charities for purposes which are similar to the Objects; or

9.2.3 to any one or more charities for use for particular purposes falling within the Objects.

9.3 Subject to any such resolution of the Members of the Company, the Executive Committee of the Company may at any time before and in expectation of its dissolution resolve that the Company's surplus assets shall on or before dissolution of the Company be applied or transferred in any of the following ways:

9.3.1 directly for one or more of the Objects;

9.3.2 to any one or more charities for purposes which are similar to the Objects; or

9.3.3 to any one or more charities for use for particular purposes falling within the Objects.

9.4 In the event of no resolution being passed by the Members or the Executive Committee in accordance with this Article on the winding-up or dissolution of the Company, the Company's surplus assets shall be applied for charitable purposes as directed by the Court or the Charity Commission.

9.5 If the Company is a trustee of any trusts at the time it is wound up or dissolved, the Company shall procure the appointment of a new trustee or trustees of those trusts in the place of the Company as necessary.

MEMBERSHIP

10 Members

10.1 The number of Members with which the Company proposes to be registered is unlimited.

10.2 The subscribers to the Memorandum and such other persons, and those only, who qualify under Article 10.4 shall be Members of the Company.

10.3 The provisions of the Act relating to a register of members shall be observed, and every Member of the Company shall either sign a written consent to become a Member or sign the register of members on becoming a Member.

- 10.4 Subject to the provisions of Article 10.3, all persons who are members of Gospel Standard Churches or Adherents and who have paid a subscription of at least £5 per annum shall be eligible for admission as Members of the Company.
- 10.5 Membership of the Company shall not be transferable or transmissible in any circumstances.

11 Termination of membership

Membership is terminated if:

- 11.1 the Member dies;
- 11.2 the Member retires by notice in writing to the Company provided that after such retirement the number of Members is not less than twenty five;
- 11.3 the annual subscription due from such Member to the Company shall be more than twelve weeks in arrear. For the purposes of this Article the annual subscription shall be deemed to be due and payable, in the case of the first subscription, on the date of the person agreeing to become a Member, and in the case of any subsequent subscription, on the anniversary of the date upon which the first subscription became due and payable;
- 11.4 such Member ceases for any reason to be a member of a Gospel Standard Church or an Adherent;
- 11.5 the Member is removed from membership by a resolution of the Executive Committee that it is in the best interests of the Company that his membership is terminated. Such a resolution may only be passed if:
- 11.5.1 the Member has been given at least 14 clear days' notice in writing of the meeting of the Executive Committee at which the resolution will be proposed and the reasons for its proposal; and
- 11.5.2 the Member or, at the option of the Member, the Member's representative, who need not be a Member of the Company, has been permitted to make representations to the meeting.

save that, in relation to Articles 11.3 and 11.4 above, the Executive Committee may, by resolution, defer termination of membership for such period as they see fit.

- 12 The resignation or termination of the membership of any Member pursuant to the provisions of Article 11 shall not release such individual from his liability to contribute to the assets of the Company in the event of winding up for the period and to the extent as set forth in the Articles.

MEETINGS AND PROCEEDINGS

13 Annual general meetings

- 13.1 The Company shall each year hold a general meeting as its Annual General Meeting (**AGM**) in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it.
- 13.2 Not more than fifteen months shall elapse between the date of one AGM of the Company and that of the next.
- 13.3 The AGM shall be held at such time and place as the Executive Committee shall appoint.
- 13.4 The business to be transacted at an AGM shall include the consideration of the accounts, balance sheets, and the report of the Executive Committee and (where applicable) the report of the auditors and the appointment of, and the fixing of the remuneration of, the auditors.

14 General meetings

- 14.1 The Executive Committee may call general meetings.
- 14.2 On the requisition of at least 5% of the membership the Executive Committee shall forthwith proceed to convene a general meeting in accordance with the Act. If there are not within the United Kingdom sufficient members of the Executive Committee to call a general meeting, any member of the Executive Committee or any Member may call a general meeting in accordance with the provisions of the Act.

15 Notice of general meetings

- 15.1 A general meeting shall be called by fourteen clear days' notice in writing at the least.
- 15.2 A 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 the meeting, being a majority together representing not less than 90% of the total voting rights at that meeting of all the Members.
- 15.3 The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place (which need not be a physical place), the day and the time of the meeting, the general nature of the business and shall contain a statement pursuant to the Act informing the Member of his rights regarding proxies.
- 15.4 Subject to the provisions of the Articles and to any restrictions imposed on any classes of membership, notice of a general meeting shall be given in any manner authorised by these Articles to:
 - 15.4.1 every Member;

15.4.2 the auditor for the time being of the Company; and

15.4.3 each member of the Executive Committee,

no other person shall be entitled to receive notice of general meetings.

15.5 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.

15.6 A Member present at any meeting of the Company either in person or by proxy shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

16 Proxies

16.1 A Member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a meeting of the Company.

16.2 Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:

16.2.1 states the name and address of the Member appointing the proxy;

16.2.2 identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;

16.2.3 is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the members of the Executive Committee may determine; and

16.2.4 is delivered to the Company in accordance with these Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting to which they relate.

16.3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

16.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

16.5 Unless a proxy notice indicates otherwise, it must be treated as:

16.5.1 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

16.5.2 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.

16.6 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any

adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

- 16.7 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 16.8 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

17 Organisation at general meetings

- 17.1 In relation to attendance and speaking at general meetings:
- 17.1.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 17.1.2 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 17.1.3 The Executive Committee may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it (including, but not limited to, attending by means of video conference, telephone conference or any other suitable electronic means).
- 17.1.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 17.1.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them
- 17.2 No business shall be transacted at a general meeting unless a quorum is present at the time when the meeting proceeds to business; save as herein otherwise provided, twenty-five persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member shall be a quorum.
- 17.3 If within half an hour from the time appointed for the meeting a quorum is not present, or during the meeting a quorum ceases to be present, the meeting:

- 17.3.1 if convened upon the requisition of Members shall be dissolved;
 - 17.3.2 in any other case, it shall stand adjourned to such other day and at such other time and place as the Executive Committee may determine, and if at that adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.
- 17.4 In relation to adjournment of meetings:
- 17.4.1 the Chairman may, with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;
 - 17.4.2 when a meeting is adjourned for fourteen days or more, the Company shall give at least seven clear days' notice of it to the same persons to whom notice of the Company's general meetings is required to be given, and containing the same information which such notice is required to contain;
 - 17.4.3 otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 17.5 The Chairman of the Company shall preside as Chairman at every general meeting of the Company and if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting, the Executive Committee shall elect one of their number to be Chairman of the meeting.
- 17.6 If at any meeting no member of the Executive Committee is willing to act as Chairman the Members present shall choose by the vote of the majority one of their number to be Chairman of the meeting.

DECISIONS OF MEMBERS

18 Voting at general meetings

- 18.1 At any general meeting of the Company a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is duly demanded in accordance with the Articles.
- 18.2 Unless a poll is duly demanded, a declaration by the Chairman and an entry to that effect in the minutes of proceedings of the Company that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 18.3 A poll on a resolution may be demanded:

- 18.3.1 in advance of the general meeting where it is to be put to the vote, or
 - 18.3.2 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.
- 18.4 A poll may be demanded by:
- 18.4.1 the Chairman of the meeting;
 - 18.4.2 the Executive Committee;
 - 18.4.3 at least five persons having the right to vote on the resolution; or
 - 18.4.4 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.
- 18.5 A demand for a poll may be withdrawn if:
- 18.5.1 the poll has not yet been taken, and
 - 18.5.2 the Chairman of the meeting consents to the withdrawal.
- 18.6 Polls must be taken immediately and in such manner as the Chairman of the meeting directs.

19 Votes of Members

- 19.1 Subject to Article 19.2, every Member shall have one vote.
- 19.2 No Member shall be entitled to vote at any general meeting of the Company if the annual subscription payable under Article 10.4 is more than twelve weeks in arrear.
- 19.3 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 chairman whose decision shall be final and conclusive.

20 Written resolutions

Save for a resolution to remove a member of the Executive Committee before the expiration of his period of office or to remove an auditor before the expiration of his term of office, any resolution of the Members may be proposed and passed as a written resolution in accordance with the Act.

EXECUTIVE COMMITTEE

21 Executive Committee

- 21.1 Unless otherwise determined by Ordinary Resolution, the number of members of the Executive Committee shall be not less than eight nor more than twelve. Only persons who are male members of a Gospel Standard Church and of the Company and who subscribe to the Articles of Faith shall be eligible to hold office as a member of the Executive Committee.

22 Appointment of members of the Executive Committee

- 22.1 Subject to Article 21.1, any person who is willing to act as a member of the Executive Committee and is permitted by law to do so, may be appointed to be a member of the Executive Committee by a two-thirds majority of all the members of the Executive Committee entitled to attend and vote at any meeting of the Executive Committee.
- 22.2 There shall be no age limit for the membership of the Executive Committee.
- 22.3 No appointment of a member of the Executive Committee, whether by the Company in general meeting or by the other members of the Executive Committee, may be made which would cause the number of the Executive Committee to exceed any number fixed as the maximum number of the Executive Committee. Any Member so appointed other than at an AGM shall be subject to the confirmation of the next following AGM.
- 22.4 Subject to Articles 23 and 24 a member of the Executive Committee shall hold office until his retirement in accordance with Article 25.

23 Removal of members of the Executive Committee

The Company may by Ordinary Resolution, of which special notice has been given in accordance with the Act, remove any member of the Executive Committee before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such member of the Executive Committee.

24 Disqualification or vacation of office of Executive Committee

The office of member of the Executive Committee shall be vacated if:

- 24.1 the member of the Executive Committee ceases to be a member of a Gospel Standard Church;
- 24.2 the member of the Executive Committee ceases to be a Member of the Company;
- 24.3 the member of the Executive Committee becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 24.4 the member of the Executive Committee ceases to be a member of the Executive Committee by virtue of any provision of the Act or becomes prohibited by law from being a member of the Executive Committee;
- 24.5 a registered medical practitioner who is treating the member of the Executive Committee gives a written opinion to the Company stating that the member of the Executive Committee has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
- 24.6 a court makes an order which wholly or partly prevents the member of the Executive Committee from exercising personally any powers or rights which he would otherwise have and the Executive Committee resolve that his office be vacated
- 24.7 the member of the Executive Committee resigns his office by giving three months' notice in writing to the Company;
- 24.8 the member of the Executive Committee is absent from all Executive Committee meetings without leave for one year and the Executive Committee resolves that his office be vacated;
- 24.9 the member of the Executive Committee is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by the Act or the Articles; or
- 24.10 the member of the Executive Committee is disqualified from acting as a charity trustee by virtue of the Charities Act.

25 Retirement of members of the Executive Committee

- 25.1 Three members of the Executive Committee shall retire at the AGM in each year. The members to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment, but as between persons who became appointed or were last re-appointed on the same day those to retire shall be determined by the Executive Committee.
- 25.2 A person retiring from the office of member of the Executive Committee shall be eligible for re-election.

26 Powers and duties of the Executive Committee

- 26.1 Subject to the provisions of the Act and the Articles and to any directions given by Special Resolution, the business of the Company shall be managed by the Executive Committee, who may exercise all such powers of the Company.

- 26.2 No alteration of the Articles and no direction given by Special Resolution shall invalidate anything which the Executive Committee have done before the making of the alteration or the passing of the resolution.
- 26.3 A meeting of the Executive Committee at which a quorum is present may exercise all powers exercisable by the Executive Committee.

27 Proceedings and decisions of the Executive Committee

- 27.1 Subject to the provisions of the Articles, the Executive Committee may regulate their proceedings as they think fit.
- 27.2 The Executive Committee shall meet at least three times a year.
- 27.3 A meeting of the Executive Committee:
- 27.3.1 may be called by any member of the Executive Committee; and
 - 27.3.2 shall, at the request of a member of the Executive Committee, be called by the Secretary (if any).
- 27.4 Notice of any meeting of the Executive Committee must indicate:
- 27.4.1 its proposed date, time and subject matter;
 - 27.4.2 where it is to take place; and
 - 27.4.3 if it is anticipated that members of the Executive Committee participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 27.5 Notice of a meeting of the Executive Committee must be given to each member of the Executive Committee, but need not be in writing.
- 27.6 Notice of a meeting of the Executive Committee need not be given to members of the Executive Committee who waive their entitlement to notice of that meeting, which they may do by giving notice to that effect to the Company seven days before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 27.7 Members of the Executive Committee are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the Company with the information necessary to ensure that they receive the notice before the meeting takes place.
- 27.8 Any member of the Executive Committee may participate in a meeting of the Executive Committee by means of video conference, telephone or any suitable electronic means agreed by the Executive Committee whereby all persons participating in the meeting can communicate with all the other participants and participation in such a meeting shall constitute presence in person at that meeting.

- 27.9 In relation to the quorum for a meeting of the Executive Committee:
- 27.9.1 no decision other than a decision to call a meeting of the Executive Committee or a general meeting shall be taken by the Executive Committee unless a quorum participates in the decision-making process;
 - 27.9.2 the quorum necessary for the transaction of business of the Executive Committee shall be five;
 - 27.9.3 if the total number of the members of the Executive Committee for the time being is less than the quorum required for decision-making by the Executive Committee, the Executive Committee shall not take any decision other than a decision:
 - (a) to appoint further members of the Executive Committee, or
 - (b) to call a general meeting so as to enable the Members to appoint further members of the Executive Committee;
 - 27.9.4 a member of the Executive Committee shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 27.10 Questions arising at a meeting shall be decided by a majority of votes.
- 27.11 The Executive Committee shall elect a Chairman of their meetings and determine the period for which he is to hold office. If at any meeting the Chairman is not present the members of the Executive Committee may choose one of their number to be Chairman of the meeting.
- 27.12 All acts done by any meeting of the Executive Committee or of a Sub-Committee, or by any person acting as a member of the Executive Committee, shall, notwithstanding that it be afterwards discovered that:
- 27.12.1 there was some defect in the appointment of any such member of the Executive Committee or person acting as a member of the Executive Committee, or
 - 27.12.2 they or any of them were disqualified, or
 - 27.12.3 they or any of them were not entitled to vote on the matter,
- be as valid as if every such person had been duly appointed and was qualified to be a member of the Executive Committee.
- 27.13 A resolution in writing, signed by all the members of the Executive Committee entitled to receive notice of a meeting of the Executive Committee and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Executive Committee duly convened and held and may consist of several documents in like form each signed by one or more Executive Committee.

28 Delegation by the Executive Committee

- 28.1 The Executive Committee may delegate any of their powers, other than the power to borrow, to Sub-Committees consisting of such member or members of the Executive Committee as they think fit; any Sub-Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Executive Committee.
- 28.2 Subject to Article 28.1:
- 28.2.1 a Sub-Committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting;
- 28.2.2 a Sub-Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present.

SECRETARY, MINUTES AND SEAL

29 Secretary

- 29.1 Subject to the provisions of the Act, any Secretary shall be appointed by the Executive Committee for such term, at such remuneration (if any) and upon such conditions as the Executive Committee may think fit. Any Secretary so appointed by the Executive Committee may be removed by them.

30 Minutes

- 30.1 The Executive Committee shall ensure that the Company keeps records, in writing, comprising:
- 30.1.1 minutes of all proceedings at general meetings;
- 30.1.2 copies of all resolutions of Members passed otherwise than at general meetings;
- 30.1.3 details of all appointments of officers made by the Executive Committee; and
- 30.1.4 minutes of meetings of the Executive Committee and Sub-Committees of the Executive Committee, including the names of the members of the Executive Committee present at the meeting.
- 30.2 The Executive Committee shall ensure that the records comprising Articles 30.1.1 and 30.1.2 above shall be kept for at least 10 years from the date of the meeting or resolution, as the case may be.

31 The Seal

- 31.1 The Executive Committee shall provide for the safe custody of the Seal (if any), which shall only be used by the authority of the Executive Committee or of a Sub-Committee of the Executive Committee authorised by the Executive Committee in that behalf. The Executive Committee may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by at least one authorised person in the presence of a witness who attests the signature.
- 31.2 For the purposes of this Article, an authorised person is:
- 31.2.1 any a member of the Executive Committee; or
 - 31.2.2 the Secretary (if any); or
 - 31.2.3 any person authorised by the Executive Committee for the purpose of signing documents to which the Seal is applied.

ACCOUNTS AND AUDIT

32 Accounts

- 32.1 The Executive Committee shall comply with the requirements of the Act and of the Charities Act for keeping financial records, the audit or other scrutiny of accounts (as required) and the preparation and transmission to the Registrar of Companies and the Charity Commission, as the case may be, of:
- 32.1.1 annual reports;
 - 32.1.2 annual returns; and
 - 32.1.3 annual statements of account.
- 32.2 In respect of loans granted to Gospel Standard Chapels and Churches, the Executive Committee shall in addition to the requirements pursuant to Article 32.1, keep an account showing:
- 32.2.1 the terms of the loan;
 - 32.2.2 the purpose for which the loan is made.
- 32.3 Accounting records relating to the Company shall be made available for inspection by any member of the Executive Committee at any reasonable time during normal office hours and may be made available for inspection by Members who are not members of the Executive Committee if the Executive Committee so decide.
- 32.4 The Executive Committee shall supply a copy of the Company's latest available statement of account to any member of the Executive Committee or Member on request, and within two months of the request to any other person who makes a

written request and pays the Company's reasonable costs of complying with the request.

33 Audit

Auditors shall be appointed and their duties regulated as required in accordance with the Act and the Charities Act.

MEANS OF COMMUNICATION

34 Means of the communication

34.1 Subject to these Articles, the Company may deliver a notice or other document to a Member:

34.1.1 by delivering it by hand to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;

34.1.2 by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address as provided in accordance with paragraph 4 of schedule 5 to the Act;

34.1.3 by fax to a fax number notified by the Member in writing;

34.1.4 in electronic form to an address notified by the Member in writing;

34.1.5 by a website, the address of which shall be notified to the Member in writing; or

34.1.6 by advertisement in the Gospel Standard Magazine.

34.2 This Article does not affect any provision in any relevant legislation or these Articles requiring notices or documents to be delivered in a particular way.

34.3 If a notice or document:

34.3.1 is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

34.3.2 is sent by post or other delivery service in accordance with Article 34.1.2 above it is treated as being delivered:

(a) 24 hours after it was posted, if first class post was used; or

(b) 48 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

- 34.3.3 properly addressed; and
- 34.3.4 put into the postal system or given to delivery agents with postage or delivery paid.
- 34.4 is sent by fax, providing that the Company can show that it was sent to the fax number provided by the Member, it is treated as being delivered at the time it was sent.
- 34.5 is sent in electronic form, providing that the Company can show that it was sent to the electronic address provided by the Member, it is treated as being delivered at the time it was sent.
- 34.6 is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 34.7 If a notice is given by advertisement, it is treated as being delivered at midday on the first day of the month for which the Gospel Standard Magazine is issued.

INDEMNITY

35 Indemnity

Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every member of the Executive Committee or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act.

RULES AND BYELAWS

36 Rules or byelaws

- 36.1 The Executive Committee may from time to time make such rules or byelaws as it may deem necessary or convenient for the proper conduct and management of the Company or for the purpose of prescribing classes and conditions of membership of either the Company or any group established to support the Company. In particular but without prejudice to the generality of the above, they may by such rules or byelaws regulate:
 - 36.1.1 the rights and privileges of Members and the conditions of membership;

- 36.1.2 the conduct of Members in relation to one another and to the Company's employees and volunteers;
 - 36.1.3 the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes; and
 - 36.1.4 the procedure at general meetings and meetings of the Executive Committee and committees in so far as such procedure is not regulated by these Articles.
- 36.2 The Company in general meeting shall have power by Special Resolution to alter or repeal the rules or byelaws and to make additions to them.
- 36.3 The Executive Committee shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such rules or byelaws which, so long as they shall be in force, shall be binding on all Members of the Company provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in the Articles.