

COMPANIES ACTS 1985 AND 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

# The London Baptist Association

## MEMORANDUM AND ARTICLES OF ASSOCIATION

WITH  
BYE LAWS

Revised 10 October 2002, 23 June 2007, 13 June 2009 and 2 July 2016

Company No.4325272

Registered Offices

235 SHAFTESBURY AVENUE

LONDON WC2H 8EP

THE COMPANIES ACTS 1985 AND 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING

A SHARE CAPITAL

## **MEMORANDUM OF ASSOCIATION OF**

### **THE LONDON BAPTIST ASSOCIATION**

1. The Company's name is The London Baptist Association (and in this document it is called "the Association").
2. The Association's registered office is to be situated in England and Wales.
3. The Association's objects ("the Objects") are the advancement of the Christian religion 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.
4. 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 (but only in accordance with the restrictions imposed by law);
- (e) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- (f) subject to clauses 5 and 6 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 to provide housing for staff;
- (g) to establish administer or support any charitable trusts, associations or institutions formed for all or any of the Objects;
- (h) 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;
- (i) 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;
- (j) 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;
- (k) to appoint 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 provisos that are appropriate to the Association and are recorded in writing;

- (l) to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of the principal object of the Association or the trade is temporary and ancillary to the carrying out of the principal object;
- (m) 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;
- (n) 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;
- (o) to insure the Directors against the costs of a successful defence to a criminal prosecution brought against any of them as a charity trustee 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 Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- (p) to do all such other lawful things as are necessary for the achievement of the Objects.

5. 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 the member of the Association) and no Director 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 save as provided by Clause 6 hereof and subject to the prior written consent

of the Charity Commission and save also that nothing in this document shall prevent 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 Director;
  - (b) of interest on money lent by any Director 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 Board;
  - (c) of fees, remuneration or other benefit in money or money's worth to any company of which a Director 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 Director;
  - (e) to any Director of reasonable out-of-pocket expenses.
  - (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)
6. The Regional Ministers of the Association who are Directors pursuant to Clause 15 of the Articles of Association shall be entitled to be paid such remuneration and benefits in respect of their employment by the Association as the other Directors shall from time to time decide provided always that any such person shall withdraw from that part of the 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.
7. The liability of the members is limited.

8. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £1) 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.
  
9. 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 clause 5 above, chosen by the members of the Association at or before the time of dissolution and if no choice is made by the members then to some such Association or charities having similar objects that could have been so chosen or to some other charitable objects.

COMPANIES ACTS 1985 AND 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING

A SHARE CAPITAL

**ARTICLES OF ASSOCIATION OF  
THE LONDON BAPTIST ASSOCIATION**

**INTERPRETATION**

1. In these Articles:

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

"the Articles" means these Articles of Association of the London Baptist Association;

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

"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 Directors" means the directors of the Association and "the Board" shall mean the board of such Directors;

"executed" includes any mode of execution;

"the Memorandum" means the Memorandum of Association of the Association;

"office" means the registered office of the Association;

"the Moderator" means the person appointed as such in accordance with the Association's Bye Laws;

"the Deputy Moderator" means the person appointed as such in accordance with the Association's Bye Laws;

"Regional Minister(s)" means the person or persons appointed in accordance with the Association's Bye Laws and as such the term includes any Regional Minister (Team Leader);

a "representative" means a duly appointed member of a member church in accordance with the Articles;

"the seal" means the common seal of the Association if it has one;

"Secretary" means the secretary of the Association or any other person appointed to perform the duties of the secretary of the Association, including a joint, assistant or deputy secretary;

"the Treasurer" means the person appointed in accordance with the Association's Bye Laws;

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

Subject as aforesaid, words or expressions contained in the Articles shall, unless the context requires otherwise, bear the same meaning as in the Act.

## **MEMBERS**

2. (1) The members of the Association shall be the Baptist Churches listed in the annex to the Articles together with such other Baptist Churches as shall from time to time be admitted into membership by an ordinary resolution of a meeting of the Board. A member is hereafter described as "a Member Church".
- (2) A Member Church may resign from membership of the Association by the Board accepting what appears to the Directors to have been a special resolution of the members of the said



church passed at a duly constituted church meeting; prior to accepting any purported resignation the Directors may make such enquiries into its validity as they think fit.

- (3) A Member Church may only be expelled from membership of the Association by a resolution of a general meeting of the Association passed by a two thirds majority of the representatives voting at a General Meeting and where notice of the resolution naming the church concerned was included in the notice calling the meeting.

### **GENERAL MEETINGS**

3. (1) The Association shall hold an Annual General Meeting each year in addition to any other meeting in that year, and shall specify the meetings as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Association and that of the next: provided that so long as the Association holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year.
- (2) The Annual General Meeting shall be held at such times and places as the Board shall appoint.
- (3) All general meetings, other than Annual General Meetings shall be called Ordinary General Meetings and shall be held at such times and places as the Board shall appoint.
- (4) A General Meeting may also be requisitioned by notice stating the general nature of the business to be transacted at that meeting signed by twenty or more Member Churches and sent to the Secretary. Upon receiving the same, the Secretary shall inform the Board and within seven clear days the Board must appoint a time and place for the holding of that meeting as soon as reasonably practicable thereafter.

### **NOTICE OF GENERAL MEETINGS**

4. All General Meetings 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 given to all the Member Churches and to the Directors.
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.

#### **PROCEEDINGS AT GENERAL MEETINGS**

6. No business shall be transacted at any meeting unless a quorum is present. Twenty five persons entitled to vote upon the business to be transacted, or one tenth of the total number of representatives that could be appointed by the Member Churches, whichever is the greater, shall constitute a quorum.
7. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine.
8. The Moderator of the Board or in his or her absence some other Director nominated by the Board shall preside as Moderator of the meeting, but if neither the Moderator nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the representatives present shall elect one of their number to be Moderator.
9. The Moderator may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which

might properly have been transacted at the meeting had an adjournment not taken place.

When a meeting is adjourned for fourteen days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

10. A resolution put to the vote of a meeting shall be decided on a show of hands by those eligible to vote unless not fewer than ten representatives shall ask for a ballot of the representatives present at the meeting.
11. A declaration by the Moderator that a resolution has been (i) carried or carried unanimously or by a particular majority, or (ii) lost or not carried by a particular majority together with 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.
12. 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 casting vote.

#### **VOTES OF MEMBERS**

13. (1) Each Member Church shall have the right to appoint **one** representative to attend and vote at general meetings of the Association.
  - (2) Each representative shall have one vote.
  - (3) The representative of a Member Church shall be entitled to exercise the same powers on behalf of the Member Church as the Member Church could exercise.
14. No objections 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.

## THE BOARD

15. The Board shall consist of:

(1) The Regional Minister (Team Leader) appointed under the provisions of Article 18.

(2) The Treasurer appointed in accordance with the Association's Bye Laws

(3) Up to nine persons elected in accordance with the Association's Bye Laws.

(4) Up to four persons co-opted by the other Directors such co-option to be for such period or periods (not exceeding three years but with the power to renew the co-option) as the Board shall from time to time decide. This power to co-opt is to be used solely to enable the Board to be as far as possible representative of the age, gender and ethnic composition of the Member Churches.

15A. Where a person elected under Article 15(3) leaves office prior to an AGM, the Directors may fill the vacancy so created. A person appointed to fill such a vacancy shall only remain in office until that next AGM but shall be eligible to stand for election in the same manner as any person not on the Board.

## **OFFICERS AND STAFF OF THE ASSOCIATION**

16. The Board may appoint such officers and or staff to serve the Association as it shall from time to time think fit.

## **REGIONAL MINISTERS**

17. The Regional Ministers of the Association shall be appointed by such means and for such periods as shall be provided by the Bye Laws of the Association.

## **POWERS OF DIRECTORS**

18. Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Association shall be managed by the Board which may exercise all the powers of the Association. No alteration of the Memorandum or the Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.
19. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Board shall have the following powers, namely:
  - (1) to expend the funds of the Association in such manner as it shall consider most beneficial for the achievement of the Objects and to invest in the name of the Association such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the Objects of the Association;
  - (2) to enter into contracts on behalf of the Association.
  - (3) to establish another or other limited liability company/(ies), boards, institutions and committees, as the Directors shall think fit for the furtherance of the Objects and in

accordance with the provision of section 4 of the Memorandum, and thereafter exercise adequate oversight of these establishments.

## **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

20. A Director shall cease to hold office if he or she:

- (1) ceases to be a Director by virtue of any provision in the Act or is disqualified from acting as a Director by virtue of section 178 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision);
- (2) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- (3) resigns his or her office by notice to the Association (but only if at least two Directors will remain in office when the notice of resignation is to take effect);

or

- (4) is absent without the permission of the Directors from one-half or more of all their meetings held within a period of twelve months and the Directors resolve that his or her office be vacated.

## **DIRECTORS' EXPENSES**

21. The Directors may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or otherwise in connection with the discharge of their duties, but shall otherwise be paid no remuneration.

22. Except to the extent permitted by clauses 5 and 6 of the Memorandum, no Director shall take or hold any interest in property belonging to the Association or receive remuneration or

be interested otherwise than as a Director in any other contract to which the Association is a party.

#### **PROCEEDINGS OF DIRECTORS**

23. Subject to the provisions of the Articles, the Board may regulate its proceedings as it thinks fit. **Three** Directors may, and the Secretary at the request of three Directors must, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Moderator shall have a second or casting vote.
24. The quorum for the transaction of the business of the Board may be fixed by the Directors but shall not be less than one third of their number.
25. The Board may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
26. Unless the Moderator (**or the Deputy Moderator**) is unwilling to do so, the Moderator (**or the Deputy Moderator**) so appointed shall preside at every meeting of the Board at which he or she is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be the Moderator of the meeting.
27. The Board may appoint one or more committees consisting of two or more Directors and such other persons as the Board shall from time to time decide for the performance of any function or duty which in the opinion of the Board would be more conveniently undertaken

or carried out by such executive or committees provided that all acts and proceedings of any such executive or committees shall be fully reported to the Board.

28. All acts done by a meeting of the Board or a committee of the Board, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or other or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had been entitled to vote.
29. A resolution in writing, signed by all the Directors entitled to receive notice of a meeting of the Board or a committee of the Board, shall be as valid and effective as if it had been passed at a meeting of Board or (as the case may be) at a committee of the Board duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Directors or (as the case may be) of a committee.
30. Any bank account in which any part of the assets of the Association is deposited shall be operated by the Board and shall indicate the name of the Association.

#### **CONFLICTS OF INTEREST**

31. The Directors may, in accordance with the requirements set out in this Article, authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under section 175 of the Companies Act 2006 to avoid conflicts of interest ('Conflict').
32. Any authorisation under this Article will be effective only if:
  - (a) the matter in question shall have been proposed by any Director for consideration at a meeting of the Board in the same way that any other matter may be proposed to the Directors under the provisions of these articles or in such other manner as the Directors may determine;



- (b) any requirement as to the quorum at the meeting of the Board at which the matter is considered is met without counting the Director in question; and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

33. Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the Directors may determine;
- (c) be terminated or varied by the Directors at any time.

This will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

34. In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement in the Conflict otherwise than as a Director of the Association and in respect of which he owes a duty of confidentiality to another person the Director is under no obligation to:

- (a) disclose such information to the Directors or to any Director or other officer or employee of the Association;
- (b) use or apply any such information in performing his duties as a Director;

where to do so would amount to a breach of that confidence.

35. Where the Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the Director:
- (a) is excluded from discussions (whether at meetings of the Board or otherwise) related to the Conflict;
  - (b) is not given any documents or other information relating to the Conflict;
  - (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of the Board in relation to any resolution relating to the Conflict.
36. Where the Directors authorise a Conflict:
- (a) the Director will be obliged to conduct himself in accordance with any terms imposed by the Directors in relation to the Conflict;
  - (b) the Director will not infringe any duty he owes to the Association by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.
37. A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Association for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors or by the Association in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

**SECRETARY**

38. Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such term, at such remuneration (if not a Director) and upon such conditions as the Board may think fit; and any Secretary so appointed may be removed by the Board.

#### **MINUTES**

39. The Board shall keep minutes in books kept for the purpose of all proceedings at meetings of the Association and of the Board and of committees and sub-committees including the names of the persons present at each such meeting.

#### **THE SEAL**

40. The seal (if the Association shall adopt one) shall only be used by the authority of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or by a second Director.

#### **ACCOUNTS**

41. Accounts shall be prepared in accordance with the provisions of Part VII of the Act.

#### **ANNUAL REPORT**

42. The Board shall comply with its obligations under the Charities Act 1993 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Charity Commissioners.

#### **NOTICES**

43. Any notices to be given to or by any person pursuant to the Articles shall be in writing.
44. The Association may give any notice to a Member Church by sending it by

(a) email to the supplied email address of the secretary for the time being of the Member Church; or

(b) post in a prepaid envelope addressed to the secretary for the time being of the Member Church

Provided always that if there is presently no secretary appointed then to such other officer or person representing the Member Church as may be appropriate and in the case of email, in respect of whom an email address has been supplied to the Association by the Member Church.

45. A Member Church present by a representative or representatives 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.
46. 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, and in the case of email, one hour after the notice was sent.

## **INDEMNITY**

47. Subject to the provisions of the Act every Director 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 the case is abandoned or dismissed or 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.

## **BYE LAWS**

48. (1) The Association may by resolution of a General Meeting of the Association and on the recommendation of the Directors make such Bye Laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Association and for
- (i) the appointment of the Regional Ministers, Moderator, and Treasurer;
  - (ii) the appointment of Directors in accordance with the Articles;
  - (iii) the procedure at General Meetings and meetings of the Board and committees and sub committees of the Board in so far as such procedure is not regulated by the Articles;
  - (iv) generally, all such matters as are commonly the subject matter of company rules.
- (2) The Association in General Meeting shall have power to alter, add to or repeal the rules or Bye Laws and the Board shall adopt such means as it thinks sufficient to bring to the notice of Member Churches of the Association all such rules or Bye Laws, which shall be binding on all Member Churches of the Association provided that no rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in the Memorandum or the Articles.

# THE LONDON BAPTIST ASSOCIATION

## BYELAWS

Adopted on incorporation of the Association and revised 10 October 2002, 23 June 2007  
and 2 July 2016

### Section I - APPOINTMENT OF REGIONAL MINISTERS AND OTHER DIRECTORS

#### 1. The Introduction

In these byelaws, where it states that the Member Churches appoint a person or the agreement of the Member Churches is required, it means that the Member Churches have so resolved by a simple majority in a General Meeting.

#### 2. Regional Ministers under Article 18

2.1. The Board in consultation with the Baptist Union of Great Britain shall appoint a nominating body to prepare job specifications, terms and conditions of service for the appointment of the Regional Minister(s) and to nominate person(s) for such appointments.

2.2. The appointment of the Regional Minister(s) shall be agreed **by the Board** following nomination by **the nominating body**.

#### 3. The Treasurer – Article 15(2)

The Treasurer of the Association shall be appointed by the Member Churches following nomination by the Board. The Treasurer shall be appointed for such term(s) as recommended by the Board and agreed by the Member Churches.

#### 4. Persons to be appointed as directors under Article 15( 3)

- 4.1 The Board shall appoint annually a nominations group (the "Nominations Group") and shall provide the Nominations Group with its terms of reference.
  - 4.2 The Nominations Group shall be tasked by the Board with canvassing as widely as possible within the Association to bring suitable nominations to the Member Churches of people to serve as Directors.
  - 4.3 The Nominations Group will normally bring a greater number of nominations than vacancies on the Board.
  - 4.4 The nominations will be circulated to Member Churches with the notice for the Annual General Meeting.
  - 4.5 Each Member Church shall be entitled to cast no more votes than the number of current vacancies. The candidate(s) with the greatest number of votes shall be elected to fill the vacancies. In the event of an equal number of votes for candidates, lots shall be cast.
  - 4.6 Voting forms shall be circulated to the Member Churches with the notice of the Annual General Meeting. Churches may submit their vote to the Secretary prior to the Annual General Meeting, or may vote through their duly appointed representative at the Annual General Meeting.
5. Term(s) of appointment of those appointed under Article 15(2)
- 5.1. Every appointee shall serve for a period of three years.
  - 5.2. A person shall be eligible for re-appointment, unless that person has, within an eleven-month period before and up to such re-appointment, already served **two** consecutive terms of office.
  - 5.3. Every appointment shall take effect for a term commencing from the end of each Annual General Meeting of the Association.

## 6. Co-option under Article 15 (4)

- 6.1. Before making any co-option, the Board shall consider the name of any person nominated by the Nominations Group but not elected by the Member Churches.
- 6.2. Before making any co-option, the Board shall satisfy itself that the person concerned is in good standing with a Member Church.
- 6.3. Co-opted directors shall not vote on a resolution to co-opt a person, but otherwise may take part in the selection process.

## Section II - CONDUCT OF THE BOARD MEETINGS AND ACCOUNTABILITY

### 7. The Moderator and Deputy Moderator

- 7.1 The Moderator shall be appointed annually from amongst the serving members of the Board by a vote at the first Board meeting each year and shall serve until the end of the first meeting in the subsequent calendar year. The Moderator may be re-elected.
- 7.2 The Board may appoint a Deputy Moderator annually from amongst the serving members of the Board by a vote at the first Board meeting each year. The Deputy Moderator shall serve until the end of the first meeting in the subsequent calendar year. The Deputy Moderator may be re-elected.
- 7.3 The Deputy Moderator shall substitute for the Moderator at meetings not attended by the Moderator.

### 8. Accountability

- 8.1. Subject to bye laws 8.2 and 8.3 below, the Board shall make available in a timely manner to any Member Church requesting the same, any agendas and minutes relating to any business of the Association conducted (or to be conducted) by the Board.



8.2. Specific personnel issues or other commercially or personally confidential matters are not to be made available.

8.3. The Board may delay in making any document available where it reasonably considers that disclosure might seriously prejudice the interests of the Association.

### Section III - CONDUCT OF GENERAL MEETINGS OF THE ASSOCIATION

9. The Board shall agree the items to be placed on the Agenda for a General Meeting.

10. No business shall be transacted at a General Meeting other than business which :-

10.1. is indicated in the Agenda

10.2. in the opinion of the Moderator is of great importance or urgency and either could not have been included in the Agenda or was inadvertently omitted there from, or

10.3. was the subject of a requisition notice from 20 or more Member churches under the Articles

11. Members of the Board shall have the right to attend and speak at General Meetings of the Association but shall have no right to vote in that capacity.

### Section IV – ASSOCIATE MEMBERSHIP

12. The Board shall establish an associate membership scheme.

13. Associate Members shall be appointed by the Member Churches following nomination by the Board.

14. Associate Members shall be organisations or persons whom the Member Churches wish to identify as having a special place in and a commitment to the work of the Association.

15. Associate Members shall have the right to attend and speak at General Meetings of the Association and have access to papers under byelaw 8 above, but shall not be Members of the Association and so shall have no right to vote.