

The Companies Act 2006
Company Limited by Guarantee and not having
a Share Capital

ARTICLES OF ASSOCIATION of
SOUTH EASTERN BAPTIST ASSOCIATION
(as amended by special resolution dated 15th March 2023)

1. The name of the Association is "South Eastern Baptist Association" (and in this document it is called "the Association")
2. The registered office of the Association is to be situated in England
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:
 - 4.1. to provide suitable premises and other amenities to enable the objects to be carried out;
 - 4.2. 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;
 - 4.3. 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;
 - 4.4. to borrow money and give security for loans (but only in accordance with the restrictions imposed by law);
 - 4.5. to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
 - 4.6. subject to Article 5 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;
 - 4.7. to establish, administer or support any charitable trusts, associations or institutions formed for all or any of the Objects;
 - 4.8. to lend money either at interest or free of interest, and either with or without security, or give financial assistance by way of donation or subscription to any

person, or persons, Association, Church, Charitable, Benevolent or other body for the purpose of forwarding all or any of the objects of the Association;

- 4.9. 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;
- 4.10. 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;
- 4.11. to employ investment managers and to delegate to such investment managers the power to buy and sell investments, the power to employ and delegate being subject to such limitations and reporting provisos that are appropriate to the Association and are recorded in writing;
- 4.12. to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object of the Association or the trade is temporary and ancillary to the carrying out of a primary object;
- 4.13. 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;
- 4.14. 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 property or other asset with any body or person;
- 4.15. to share the ownership of any property or asset with any other body or person;
- 4.16. to provide indemnity insurance to cover the liability of the directors, officers, trustees, employees, volunteers or working group members or any one or more of them ("the Insured") which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Association provided that any such insurance shall not extend to any claim arising from any act or omission which the Insured concerned knew to be a breach of trust or breach of duty or which was committed in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against any of the Insured in his/her or their capacity as a director officer trustee employee volunteer or working group member of the Association;
- 4.17. to do all such other lawful things as necessary for the achievement of the Objects.

5.

5.1. The income and property of the Association shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Association, (save in so far as any payment is properly applied for charitable purposes of members of the Association) and no Trustee 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 also that nothing in this document shall prevent any payment in good faith by the Association:

- 5.1.1. of reasonable and proper remuneration for any services rendered to the Association by an officer or servant of the Association who is not a Trustee;
- 5.1.2. of interest on money lent by any Trustee at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Board of Trustees;
- 5.1.3. of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
- 5.1.4. of reasonable and proper rent for premises demised or let by any Trustee;
- 5.1.5. to any Trustee of reasonable out-of-pocket expenses;
- 5.1.6. the payment 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);
- 5.1.7. to provide indemnity insurance for the Trustees or any other officer of the Association in relation to any such liability as is mentioned in Article 5.2 below but subject to the restrictions specified in Article 5.3 below.

5.2. The liabilities referred to in Article 5.1.7 are:

- 5.2.1. any liability that by virtue of any rule of law would otherwise attach to any director of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Association;
- 5.2.2. the liability to make a contribution to the Association's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading).

5.3. The following liabilities are excluded from Article 5.2.1 above:

- 5.3.1. fines;
- 5.3.2. costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;

- 5.3.3. liabilities to the Association that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Association or about which the person concerned did not care whether it was in the best interests of the Association or not.
 - 5.4. There is excluded from Article 5.2.2 any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Association (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Association would avoid going into insolvent liquidation.
6. The liability of the members is limited.
7. Every member of the Association undertakes to contribute such amount as may be required (not exceeding £10.) to the Association's assets if it 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.
8. 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 charity 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 Article 5 above, chosen by the members of the Association at or before the time of dissolution and if that cannot be done then to some other charitable objects.

MEMBERS

9.
 - 9.1. The members of the Association shall be the Trustees and those Baptist Churches and Local Ecumenical Partnerships as documented and maintained by the Association and available for inspection at the Association office.
 - 9.2. A member church may resign from membership of the Association by a special resolution of its members passed at a duly constituted church meeting.
 - 9.3. A member church may 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 Trustees and representatives voting, when taken together, at a general meeting.
 - 9.4. A Trustee shall cease to be a member if he/she ceases to be a Trustee.

GENERAL MEETINGS

10.

10.1. General meetings may be called by request from the Trustees or members. The Trustees shall be required to call a general meeting on receipt of a request signed by at least 20 members. Any such meeting must be called within 21 days of receiving such a valid request and provide for the general meeting to be held on a date not more than 28 days after the date of the notice of the meeting. If the Trustees do not call a meeting as required to do so, the members who requested the meeting, or any of them representing more than one half of the total voting rights of all of them, may themselves call a general meeting.

10.2. A general meeting may be held entirely through telephone, video conferencing or other communications equipment, via a mixture of such communications equipment or with some people physically present at the general meeting whilst others are present via communications equipment.

NOTICE OF GENERAL MEETINGS

11.

11.1. All general meetings shall be called by at least fourteen clear days' notice

11.2. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

11.3. The notice shall specify if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution.

11.4. The notice shall be given to all the member churches and to the Trustees.

12. 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

13. No business shall be transacted at any meeting unless a quorum is present. Twenty representatives and/or members who are also Trustees entitled to vote upon the business to be transacted shall constitute a quorum.

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 Trustees may determine.

14. The Moderator or in his absence some other Trustee nominated by the Trustees shall preside as moderator of the meeting, but if neither the Moderator nor such other Trustee (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 act as the moderator of the meeting.

15. The moderator of the meeting 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 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.
16. A resolution put to the vote of a meeting shall be decided on a show of hands (which can include via electronic means) by those eligible to vote unless not fewer than ten members (either representatives of member churches or members who are also Trustees or a mixture of both) shall ask for a ballot of the representatives present at the meeting (such ballot can include voting via electronic means).
17. A declaration by the moderator of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
18. In the case of an equality of votes, whether on a show of hands or by ballot, the moderator of the meeting shall be entitled to an additional casting vote.

VOTES OF MEMBERS

19.
 - 19.1. Each member church shall have the right to appoint one representative to attend and vote at general meetings of the Association.
 - 19.2. Each representative shall have one vote.
 - 19.3. 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.
 - 19.4. Each member who is also a Trustee shall have one vote.
20. 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 TRUSTEES

21. The Trustees shall consist of:
 - 21.1. the Moderator
 - 21.2. the Treasurer
(each of which shall be regarded as ex-officio Trustees)
 - 21.3. the Trustees appointed in accordance with such rules and voting procedures as shall be provided by the Association's bye laws
 - 21.4. up to three Trustees co-opted by the ex officio and appointed Trustees 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 Trustees shall from time to time decide. The power under this article to co-opt is to be used solely to enable the Trustees to be as far as possible representative of the age, sex and ethnic origin of the membership of the member churches or to enable the mix of skills and experienced required to manage the business of the Association but notwithstanding this provision no challenge or objection may be made concerning the exercise of this power of co-option
22. A person may not be a Trustee unless they are a member of a Member Church.
23. At all times a minimum of two Trustees shall be persons (who are not disqualified by statute) who are included in the Register of Nationally Accredited Ministers held by the Baptist Union of Great Britain.

OFFICERS AND STAFF OF THE ASSOCIATION

24.
 - 24.1. The Trustees may appoint such officers and or staff to serve the Association as it shall from time to time think fit.
 - 24.2. Senior staff (as determined by the Trustees) will usually attend meetings of the Trustees but shall not be included in calculating the quorum nor have a vote in relation to any matter. Where the Trustees are considering any matters in which a member of the senior staff has a personal interest the Trustees must exclude them from the relevant part of the Trustees' Meeting.

REGIONAL MINISTERS

25.
 - 25.1. The Regional Ministers of the Association shall be appointed by the members at a general meeting following nomination by the Trustees in accordance with the bye laws of the Association.
 - 25.2. The Regional Minister Team Leader will usually attend meetings of the Trustees but shall not be included in calculating the quorum nor have a vote in relation to

any matter. Where the Trustees are considering any matters in which the Regional Minister Team Leader has a personal interest the Trustees must exclude them from the relevant part of the Trustees' Meeting.

POWERS OF TRUSTEES

26. Subject to the provisions of the Act, the Articles and to any directions given by special resolution, the business of the Association shall be managed by the Trustees which may exercise all the powers of the Association. No alteration of the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given.
27. In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers, namely:
 - 27.1. 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; and
 - 27.2. to enter into contracts on behalf of the Association.

RETIREMENT AND REMOVAL OF TRUSTEES

28. A Trustee shall cease to hold office if he or she:
 - 28.1. ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a trustee by virtue of section 178 of the Charities Act (or any statutory re-enactment or modification of that provision);
 - 28.2. becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - 28.3. resigns his or her office by notice to the Association (but only if at least two trustees will remain in office when the notice of resignation is to take effect); or
 - 28.4. is absent without the permission of the Trustees from all their meetings held within a period of twelve months and the Trustees resolve that his or her office be vacated;
 - 28.5. in the case of either the Moderator or Treasurer, ceases to be such; or
 - 28.6. in the case of a Trustee appointed under either Article 21.3 or Article 21.4, reaches the end of any specified term of office and is not re-appointed.

TRUSTEES' EXPENSES

29. Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties.
30. Except to the extent permitted by Article 5, no Trustee shall take or hold any interest in property belonging to the Association or receive remuneration or be interested otherwise than as a Trustee in any other contract to which the Association is a party.

PROCEEDINGS OF TRUSTEES

31. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
 - 31.1. Five Trustees may, and the Secretary (if any) at the request of a Trustee shall, call a meeting of the Trustees.
 - 31.2. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom.
 - 31.3. Questions arising at a meeting shall be decided by a majority of votes.
 - 31.4. In the case of an equality of votes, the Moderator shall have a second or casting vote.
32. The quorum for the transaction of the business of the Trustees may be fixed by the Trustees but shall not be less than one third of their number. A Trustees' Meeting may be held entirely through telephone, video conferencing or other communications equipment, via a mixture of such communications equipment or with some people physically present at the Trustees' Meeting whilst others are present via communications equipment. If all of the Trustees participating in the Trustees' Meeting are not in the same place, they may decide that the Trustees' Meeting is to be treated as taking place wherever any of them is.
33. The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
34. Unless unwilling to do so, the Moderator shall preside at every meeting of the Trustees at which he or she is present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be the moderator of the meeting.
35. The Trustees may appoint one or more committees consisting of two or more Trustees and such other persons as the Trustees shall from time to time decide for the performance of any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by such committee provided that all acts and proceedings of any such committee shall be fully reported to the Trustees.

36. All acts done by a meeting of such committees of the Trustees, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such persons had been duly appointed and was qualified and had been entitled to vote.
37. The Trustees may appoint one or more working parties to undertake work on behalf of the Trustees for such purposes, periods and made up of such persons as the Trustees shall from time to time decide. The terms of reference for such working parties shall be approved by the Trustees and reviewed annually or at such longer interval as the Trustees shall decide provided that all acts and proceedings of any such working parties shall be fully reported to the Trustees.
38. A meeting of a committee or working party may be held entirely through telephone, video conferencing or other communications equipment, via a mixture of such communications equipment or with some people physically present at the meeting whilst others are present via communications equipment. If all the people participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
39. A resolution in writing, signed by all the Trustees entitled to receive notice of a meeting of Trustees or a committee of the Trustees, shall be as valid and effective as if it had been passed at a meeting of the Trustees or (as the case may be) at a committee of the Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the members of the Trustees or (as the case may be) of a committee thereof.
40. Any bank account in which any part of the assets of the Association is deposited shall be operated by the Trustees and shall indicate the name of the Association.

SECRETARY

41. Subject to the provisions of the Act, a Secretary of the Association may be appointed by the Trustees. Where a Secretary is appointed this shall be for such term, at such remuneration (if not a trustee) and upon such conditions as the Trustees may think fit and any Secretary so appointed may be removed by the Trustees.

MINUTES

42. The Trustees shall keep minutes in books or appropriate records are kept for the purpose of recording all proceedings at meetings of the Association and of the Trustees and of committees and working parties including the names of the persons present at each such meeting.

EXECUTION OF DOCUMENTS

43. Unless the Trustees decide otherwise, documents which are executed as deeds must be signed by:
 - 43.1. two Trustees;
 - 43.2. one Trustee and the Secretary (where appointed); or
 - 43.3. one Trustee in the presence of a witness who attest the Trustee's signature.

ACCOUNTS AND ANNUAL REPORT

44. Accounts shall be prepared in accordance with the provisions of the Act and the Charities Act.
45. The Trustees shall comply with their obligations under the Charities Act (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

46. Any notices to be given to or by any person pursuant to the Articles shall be in writing.
47. The Association may give any notice to a member or by sending it by post in a prepaid envelope addressed to the secretary for the time being of the member church or there being presently no secretary appointed then to such other officer or person representing the church as may be appropriate.
48. 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.
49. 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.
50. Where such notice is sent by written electronic means of communication a receipt report shall be requested and will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.

INDEMNITY

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

BYE LAWS

52.

52.1. The Association may by resolution passed at a general meeting of the Association and until such resolution the Trustees may from time to time make such bye laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Association and for

52.1.1. the appointment of Regional Ministers;

52.1.2. the appointment of the Moderator and Treasurer;

52.1.3. the procedure at general meetings and meetings of the Trustees and committees of the Trustees in so far as such procedure is not regulated by the Articles

52.1.4. all such matters as are commonly the subject matter of company rules.

52.2. The Association in general meeting shall have power to alter, add to or repeal the rules or bye laws and the Trustees shall adopt such means as it thinks sufficient to bring to the notice of members of the Association all such rules or bye laws, which shall be binding on all members of the Association provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.

INTERPRETATION

53. In these Articles:

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

"the Articles" means these articles of association of the Association;

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

"the Charities Act" means the Charities Act 2011

"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;

"executed" includes any mode of execution;

"in writing" includes any form of electronic communication that is able to provide notification of receipt;

"office" means the registered office of the Association;

"the Moderator" means the person appointed in accordance with the Association's bye laws;

"Regional Minister(s)" means the person or persons appointed in accordance with article 25;

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

"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;

"Trustee" means a director of the Association;

"the Trustees" means the body of trustees the composition of which shall be determined in accordance with article 21

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

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