

**ARTICLES OF ASSOCIATION
OF
THE YORKSHIRE BAPTIST ASSOCIATION (INCORPORATED)**

1. The name of the Association is “The Yorkshire Baptist Association (Incorporated)”
2. The registered office of the Association will be situate in England
3. The Objects of the Association are the advancement of the Evangelical Christian faith and its practice in Yorkshire or elsewhere according with the principles of the Baptist Denomination
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. To accept and hold whether as bare trustee or a trustee for and on behalf of, or otherwise for the benefit of, any person, church, society, association or cause connected with the Baptist Denomination in Yorkshire or elsewhere any property whether real or personal cash or investments which may from time to time be conveyed transferred assigned or otherwise vested in the Association as a Charity Trust or Trusts
 - 4.7. Subject to Articles 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 (not all staff are offered this, only those in a ministry role)

- 4.8. To establish or support any charitable trusts, association or institutions formed for all or any of the Objects
- 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 pay out of the funds of the Association the costs, charges and expenses of and incidental to the formation and registration of the Association
- 4.11. 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
- 4.12. 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
- 4.13. 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
- 4.14. To share the ownership of any property or asset with any other body or person
- 4.15. 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 and no member of the Executive or of any Working Group or governing body for the time being of the Association shall be appointed to any office of the Association paid by salary or fees or receive remuneration or other benefit in money or money's worth from the Association: Provided that nothing in this document shall prevent any payment in good faith by the Association:
- 5.1. of reasonable and proper remuneration for any services rendered to the Association by any member, officer or servant of the Association who is not a director
 - 5.2. of interest on money lent by any member of the Association or director at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base-lending rate of a clearing bank to be selected by the directors
 - 5.3. 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
 - 5.4. of reasonable and proper rent for property demised or let by any member of the Association or a director
 - 5.5. to any director of reasonable out of pocket expenses
 - 5.6. of any premium in respect of any indemnity insurance to cover the liability of the directors 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 directors knew to be a breach of trust or breach of duty or which was committed by the directors 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 an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the Association
6. The persons who shall be appointed Regional Ministers of the Association under the terms of Articles of Association, whether or not they are members of the Executive, shall be entitled to be paid such

remuneration and benefits in respect of their employment by the Association as the other Executive Members 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 £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
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 such other Association promoted to carry out the Objects of this Association or to such other institution or body having Objects similar to the Objects of the Association as may be determined by the members of the Association at or before the time of dissolution at a meeting specially called for that purpose provided that such institution shall prohibit 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 and if that cannot be done then to some other charitable Object
10. True accounts shall be kept of the sums of money received and expended by the Association and the matter in respect of which such receipts and expenditure take place and of the property credits and liabilities of the Association and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined the correctness of the balance sheet ascertained and the securities inspected by one or more qualified auditor or auditors

MEMBERS

11.
 - 11.1. The members shall be the Executive and those Baptist Churches and Local Ecumenical Partnerships as documented and maintained by the Association and available for inspection at the Association office

- 11.2. A Member Church may resign from membership of the Association by a special resolution of its members passed at a duly constituted church meeting
- 11.3. 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 Executive and Church Representatives voting at a General Meeting

GENERAL MEETINGS

12. The Association shall hold an Annual General Meeting each year in addition to any other meetings in that year and shall specify the meetings as such in the notices calling it. Not more than fifteen months shall elapse between the date of one Annual General Meeting of the Association and that of the next. The Annual General Meeting shall be held at such times and places as the Executive shall appoint. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings

NOTICE OF GENERAL MEETINGS

13.
 - 13.1. The Annual General Meetings and all Extraordinary General Meetings shall be called by at least twenty one clear days' notice
 - 13.2. Such 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
 - 13.3. The notice shall be given to all Member Churches and Executive Members
14. The accidental omission to give notice of a meeting 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

15. No business shall be transacted at any meeting unless a quorum is present. Twenty Church Representatives and/or members of the Executive entitled to vote upon the business to be transacted shall constitute a quorum

16. 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 Executive may determine
17. The Chairperson or in his/her absence, the Vice-Chairperson or, in the absence of them both, one of the Executive nominated by the Executive Members who are present shall preside at the meeting but if neither the Chairperson, the Vice-Chairperson or another Executive member be present within fifteen minutes after the time appointed for holding the meeting and willing to act the meeting will usually be adjourned. Otherwise, the Church Representatives present shall elect one of their number to preside and in this Article and in Articles 18, 20, and 23 the term "Chairperson" shall be construed to include such Executive member or other representative so appointed
18. The Chairperson 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 adjournment not taken place. When a meeting is adjourned for 14 days or more at least 7 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
19. A resolution put to the vote of a meeting shall be decided on a show of hands unless ten Church Representatives or Executive Members shall ask for a ballot of the Church Representatives and Executive Members present at the meeting
20. A declaration by the Chairperson 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
21. In the case of an equality of votes whether on a show of hands or by ballot the Chairperson shall not be entitled to an additional casting vote

VOTES OF MEMBERS

22.
 - 22.1. Each Member Church shall have the right to appoint three Church Representatives to attend and vote at general meetings of the Association

- 22.2. Subject to clause 22.3 each Church Representative and each Executive Member shall have one vote at general meetings of the Association
- 22.3. In relation to a special resolution and the appointment of Executive Members the Church Representatives of a Member Church shall together exercise one vote on behalf of the Member Church
- 22.4. Outside general meetings the Executive may wish to seek the approval of Member Churches to the exercise of any of their powers. The relevant standing orders will usually provide that each Member Church shall have one vote
23. 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 Chairperson whose decision shall be final and conclusive

THE EXECUTIVE

24. The Executive

- 24.1. shall consist of a minimum of 7 and maximum of 14 Executive Members appointed under the provisions of Articles 26 and 27
- 24.2. A person may not be an Executive Member unless they are a member of a Member Church
- 24.3. The appointment of an Executive Member shall not take effect until he or she has signed the prescribed Companies House form. The appointment of any person as an Executive Member who has not done so within one month of appointment is to lapse unless the Executive resolves that there is good cause for delay
- 24.4. An Executive Member shall usually be appointed for a three year term of office and no Executive Member shall usually be reappointed for any more than 2 consecutive terms of office

OFFICERS AND STAFF OF THE ASSOCIATION

25.

- 25.1. The Executive may appoint such officers and or staff to serve the Association as it shall from time to time think fit. Such senior staff (as determined by the Executive) and officers shall usually attend Executive meetings but shall not be included in calculating the quorum nor have

a vote in relation to any matter. Where the Executive is considering any matters in which an officer or senior staff member has a personal interest the Executive may exclude them from the relevant part of the Executive meeting

- 25.2. A Regional Minister may be a member of the Executive pursuant to Article 26. If a Regional Minister is not a member of the Executive s/he will usually attend Executive meetings but shall not be included in calculating the quorum nor have a vote in relation to any matter. Where the Executive is considering any matters in which a Regional Minister has a personal interest the Executive may exclude him/her from the relevant part of the Executive Meeting
- 25.3. The Executive will usually appoint a Treasurer by a simple majority. The Treasurer will usually be appointed for a term of three years and no Treasurer shall usually be reappointed for any more than two consecutive terms of office. If the Treasurer is not a member of the Executive, the Treasurer will usually attend Executive meetings but shall not be included in calculating the quorum nor have a vote in relation to any matter. Where the Executive is considering any matters in which the Treasurer has a personal interest the Executive may exclude him/her from the relevant part of the Executive Meeting

APPOINTMENT OF EXECUTIVE MEMBERS

26.
 - 26.1. There shall be up to 7 Executive Members appointed by the Member Churches.
 - 26.2. Where vacancies arise on the Executive, the Executive Members shall nominate individuals to fill those vacancies in consultation with Member Churches
 - 26.3. The Member Churches shall consider the list of nominees recommended by the Executive and may appoint some or all of those named to be Executive Members. A person shall not be appointed as an Executive Member unless they receive at least 50% of the votes cast on behalf of each Member Church either at a general meeting or if standing orders are passed to permit postal voting in this regard in a postal vote
27. Subject to Article 24 the Executive may co opt up to 7 Executive Members

POWERS OF EXECUTIVE MEMBERS

- 28.** Subject to the provisions of the Act and the Articles and to any directions given by special resolution the business of the Association shall be managed by the Executive 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 Executive which would have been valid if that alteration had not been made or that direction had not been given
- 29.** In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Executive shall have the following powers namely:
- 29.1. 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
- 29.2. to enter into contracts on behalf of the Association
- 29.3. to delegate such powers and decisions as it shall see fit to Working Groups

DISQUALIFICATION AND REMOVAL OF EXECUTIVE MEMBERS

30. An Executive member shall cease to hold office if he or she:

- 30.1. ceases to be an Executive Member by virtue of any provision in the Act or is disqualified from acting as an Executive member by virtue of section 178 Charities Act 2011 (or any statutory re-enactment or modification of that provision)
- 30.2. becomes incapable by reason of mental disorder illness or injury of managing and administering his or her own affairs
- 30.3. resigns his or her office by notice to the Association (but only if at least seven Executive Members will remain in office when the notice of resignation is to take effect) or
- 30.4. is absent without the permission of the other Executive Members from all their meetings held within a period of 12 months and the Executive Members resolve that his or her office be vacated

EXECUTIVE MEMBERS' EXPENSES

31. The Executive Members may be paid all reasonable travelling hotel and other expenses properly incurred by them in connection with their attendance at Executive Meetings or Working Group Meetings or general meetings or otherwise in connection with the discharge of their duties but shall otherwise be paid no remuneration
32. Except to the extent permitted by Articles 5 and 6 no Executive Member shall take or hold any interest in property belonging to the Association or receive remuneration or be interested otherwise than as an Executive Member in any other contract to which the Association is a party

PROCEEDINGS OF EXECUTIVE MEMBERS

33. Subject to the provisions of the Articles the Executive may regulate its proceedings as it thinks fit save that:-
 - 33.1. The Executive must meet at least four times a year
 - 33.2. Any two Executive Members may call a meeting of the Executive
 - 33.3. It shall not be necessary to give notice of a meeting to an Executive Member who is absent from the United Kingdom
 - 33.4. Questions arising at a meeting shall be decided by a majority of votes
34. The quorum for the transaction of the business of the Executive may be fixed by the Executive Members but shall not be less than one third of their number. An Executive Member may be part of the quorum at an Executive Meeting if he or she can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment
35. The Executive may act notwithstanding any vacancies in their number but if the number of Executive Members is less than the number fixed as the quorum the continuing Executive Members or Executive Member may act only for the purpose of filling vacancies or of calling a general meeting
36.
 - 36.1. The Association must have a Chairperson and a Vice-Chairperson. The Chairperson and the Vice-Chairperson will be chosen from amongst the Executive Members. The Chairperson and the Vice-Chairperson are to be elected by Executive. They will hold office for a period of one year and may be re-elected

36.2. Where there is no Chairperson, the first item of business at an Executive Meeting must be to appoint an Executive Member to act as a Chairperson for the purpose of that meeting. If there is a Chairperson and the Chairperson is not present within five minutes after the start of an Executive Meeting, or is unwilling or unable to chair an Executive meeting then the Vice-Chairperson must chair the Board meeting unless s/he is unwilling or unable to do so. If neither the Chairperson nor the Vice-Chairperson are present within 5 minutes after the starting time of an Executive Meeting or both are unwilling or unable to chair the meeting then the Executive must elect one of the Executive Members who is present to chair the Executive Meeting

37.

37.1. The Executive may establish Working Groups which will usually consist of at least one Executive Member and such other persons it shall from time to time decide, may in writing delegate to a Working Group any of its powers, give the Working Group the power to establish sub-working parties and may revoke delegation to the Working Group or sub-working group at any time. All acts and proceedings of any Working Group or sub-working group shall be fully documented, with Working Groups keeping adequate notes of their activities, recognising that they are accountable to the Executive. The Executive are to be kept informed particularly about exceptional circumstances or urgent matters affecting their area of work or the life and work of the Association

37.2. The Executive may establish Task Groups consisting of such persons as the Executive may decide. A Task Group may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Executive

37.3. The Executive is to determine the Chairperson of each Working Group or Task Group

38. All acts done by an Executive Meeting or Working Group shall notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Executive Member or that any of them were disqualified from holding office or had vacated office or were not entitled to vote be as valid as if every such person had been duly appointed and was qualified and had been entitled to vote

39. A resolution in writing signed by all the Executive Members entitled to receive notice of a meeting of Executive or a Working Group shall be as valid and effective as if it had been passed at a meeting of Executive or (as the case may be) at a Working Group 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 Executive or (as the case may be) of a working group or sub-working group

40. Any bank or building society account in which any part of the assets of the Association is deposited shall be controlled by the Executive and shall be in the name of the Association

MINUTES

41. The Executive shall ensure that minutes in books or appropriate records are kept for the purpose of all proceedings at meetings of the Association and of the Executive and of Working Groups and sub-working groups including the names of the persons present at each such meeting

THE EXECUTION OF DOCUMENTS

42. Unless the Executive decides otherwise, documents which are executed as Deeds must be either:

42.1. signed by:

(a) two Executive Members; or

(b) one Executive Member in the presence of a witness who attests the Executive Member's signature; or

42.2. executed by affixing the Association's seal in the presence of two Executive Members

ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

43. The Company must comply with the Act and the Executive Members must comply with their obligations as Charity Trustees under the Charities Act in:

43.1. preparing and filing an annual directors report and annual accounts and sending them to the Charity Commission; and

43.2. making an annual return to the Registrar Companies and the Charity Commission

NOTICES

44. Any notices to be given to or by any person pursuant to the Articles shall be in writing

45. The Association may give any notice to a Member Church by sending it to the Secretary for the time being of the Member Church or, if there is no Secretary appointed then to another officer or a Church Representative appointed by the Member Church either by handing it to them in person, sending it by post in a prepaid envelope, by facsimile transmission, by leaving it at their address or by email

46. An Executive Member and 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

47.

47.1. Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report;

47.2. A copy of the notification from the system used by the Association to send emails, that the email has been sent to the particular person, 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.

47.3. Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.

INDEMNITY

48. Subject to the provisions of the Act every Executive Member 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 judgment is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the Court from liability for negligence default breach of duty or breach of trust in relation to the affairs of the Association

STANDING ORDERS

49.

49.1. Subject to Article 49.4 the Executive may from time to time make, alter, add to or repeal standing orders for the proper conduct of management of the Association and the Association in general meeting may alter, add to or repeal the standing orders

49.2. The Executive must adopt such means as they think sufficient to bring the standing orders to the notice of the Member Churches

49.3. Standing orders are binding on all Member Churches and Executive Members

49.4. No standing order may be inconsistent with or may affect or repeal anything in the Articles

INTERPRETATION

50.

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

“the Association” means the Company intended to be regulated by these Articles

“Chairperson” means the person appointed under Article 17 or Article 36 as the case may be

“clear days” in relation to a 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

“Charities Act” means the Charities Act 2011 including any statutory modification or re-enactment thereof for the time being in force

a “Church Representative” means a duly appointed member of a Member Church in accordance with the Articles

“executed” includes any mode of execution

“the Executive” means all of the Executive Members of the Association for the time being

“Executive Member” means a trustee of the Association (who is a charity trustee for the purposes of the Charities Act and a Director for the purposes of the Companies Act)

“the Memorandum” means the Memorandum of Association of the Association

“Member Church” means a Baptist Church or Local Ecumenical Partnership as referred to at Article 11

“office” means the registered office of the Association

“the seal” means the common seal of the Association if it has one

“Task Group” means a person or persons appointed under Article 37.2 and 37.3

“the United Kingdom” means Great Britain and Northern Ireland

“Working Group” means the person or persons appointed pursuant to Article 37.1 and 37.3

Words importing the masculine gender only shall include the feminine gender

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