COMpanies act 2006

special resolution

belfast central mission (the "company")

pursuant to the articles of association of the company the following resolution was passed as a special resolution (the "resolution") at a general meeting of the company held on tuesday 18th september 2018 at grosvenor house at 6.00 pm.

it was resolved:-

special resolution:

"that the regulations circulated to members and available for inspection at the meeting and headed "articles of association" be adopted as the articles of association of the company in substitution for and to the entire exclusion of the existing memorandum and articles of association including the relevant provisions of the memorandum of association that would otherwise be treated as provisions of the articles under section 28 of the companies act 2006."

all of the members entitled to vote on the resolution set out above at the meeting held in grosvenor house on tuesday 18th september 2018, irrevocably agreed to the resolution.

signed: david gallagher  
company secretary/director

dated: 18th september 2018
COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

BELFAST CENTRAL MISSION
COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

BELFAST CENTRAL MISSION

1. The company's name is Belfast Central Mission (and in this document it is called the "Charity").

2. LIABILITY OF MEMBERS

2.1. The liability of the members is limited.

2.2. Every member promises, if the Charity is dissolved while he remains a member or within one year after he ceases to be a member, to pay up to £1 towards:

   2.2.1. payment of those debts and liabilities of the Charity incurred before he ceased to be a member;

   2.2.2. payment of the costs, charges and expenses of winding up; and

   2.2.3. the adjustment of rights of contributors among themselves.

3. OBJECTS

3.1. The Objects of the Charity are:

   3.1.1. The advancement of the Christian religion in Ireland.

   3.1.2. The relief of poverty, sickness, infirmity or other necessitous circumstances through the provision of accommodation, care, counselling or education for people in Northern Ireland who are in need of such provision by reason of youth, age, ill-health, disability, financial hardship or other disadvantage.

Nothing in the articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with s.2 of the Charities Act (Northern Ireland) 2008.

4. POWERS

4.1. The Charity has the power to do anything which is calculated to further the Objects or is conducive or incidental to doing so. In particular the Charity has power:

   4.1.1. to provide accommodation for charitable purposes;
4.1.2. to provide or manage facilities for the social welfare and interaction of the community;

4.1.3. to provide places of worship and other facilities for furthering the charitable work of the Church;

4.1.4. to hold and/or maintain property for the use and occupation as a residence by the Minister or Ministers or Probationers or retired Ministers appointed to the Charity;

4.1.5. to promote understanding across the communities of Northern Ireland;

4.1.6. to provide conference and training facilities for the benefit of the community;

4.1.7. to co-operate with statutory and other bodies in the pursuit and furtherance of the Objects;

4.1.8. to fulfil such other charitable purposes as may be referred to the Charity by the Conference of the Church;

4.1.9. to assume the funds, assets, rights, debts and liabilities of the unincorporated Charity called "Belfast Central Mission" and of the trustees of the Craigmore and Childhaven Trust and of the trustees of the First Manse Property and the Second Manse Property;

4.1.10. to make grants or loans of money;

4.1.11. to provide advice and operate advice centres;

4.1.12. to open and operate bank accounts and other facilities for banking;

4.1.13. to organise (or to make grants or loans towards the costs of others organising) meetings, lectures, conferences, broadcasts or courses of instruction;

4.1.14. to publish or distribute information in any format;

4.1.15. to co-operate with other bodies;

4.1.16. to enter into any funding or other arrangement with any government or any other authority (supreme, municipal, local or otherwise) and to obtain from such government or authority any rights, concessions, privileges, licences and/or permits;

4.1.17. to establish, participate in and/or support (financially or otherwise) groups, forums, associations, federations or
organisations with purposes which are within the Objects for any of the charitable purposes included in the Objects;

4.1.18. to set up, make grants to, support or administer other charities and undertake and execute charitable trusts;

4.1.19. to give guarantees (but only in accordance with the restrictions imposed by the Applicable Charities Legislation (if any));

4.1.20. to borrow money or raise money for the purposes of the Charity and to mortgage or charge the whole or any part of the property of the Charity as security for loans (but only in accordance with the restrictions imposed by the Applicable Charities Legislation (if any)) ;to accept any gift of money, property or other assets whether subject to any special trusts or not;

4.1.21. to buy, take on lease or exchange, hire or otherwise acquire land and property of any tenure and or any option or any other interest in land and to maintain or equip it for use;

4.1.22. to acquire or hire property rights or privileges of any kind and to construct, restore, renovate, repair, improve, maintain and alter such property;

4.1.23. to erect and construct buildings, houses or works of any description on any land whether or not owned by the Charity, and to demolish, rebuild, renew or replace, maintain, enlarge, alter and improve buildings, houses or works, and generally to deal with and develop the property of the Charity;

4.1.24. to trade in the course of carrying out the Objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;

4.1.25. to sell, lease, licence, let, grant options over or otherwise dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Applicable Charities Legislation (if any));

4.1.26. to make such arrangements as are necessary to enable the public to use any buildings or land (whether free or at a charge);

4.1.27. to make planning applications, applications for consent under bye-laws or building regulations or other similar applications;

4.1.28. to pay any rent and other outgoings and expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property;
4.1.29. to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;

4.1.30. to promote or carry out research;

4.1.31. to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about reserves;

4.1.32. to deposit or invest funds in any manner (but to invest only after obtaining advice from a Financial Expert, unless the Board reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification);

4.1.33. to delegate the management of investments to a Financial Expert, but only on terms that:

4.1.33.1. require the Financial Expert to comply with the investment policy (and any revision of that policy) set down in writing for the Financial Expert by the Directors;

4.1.33.2. require the Financial Expert to report transactions to the Directors at such interval as the Directors consider appropriate;

4.1.33.3. require the Financial Expert to review the performance of the investments with the Directors regularly;

4.1.33.4. entitle the Directors to cancel the delegation arrangements at any time;

4.1.33.5. require the investment policy and the delegation arrangement to be reviewed with the Directors at least once a year;

4.1.33.6. require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Directors on receipt;

4.1.33.7. prohibit the Financial Expert from doing anything outside the powers of the Directors;

4.1.34. to arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Directors or by the Financial Expert acting under the instructions of the Directors) and to pay any reasonable fee required;
4.1.35. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

4.1.36. to purchase insurance designed to indemnify the Directors against any personal liability in respect of any negligence, default, breach of trust or breach of duty committed by them in their capacity as Directors (and for the avoidance of doubt as charity trustees at law) provided that the terms of such insurance exclude the provision of indemnity for liability incurred:

4.1.36.1. to pay a fine imposed in criminal proceedings;

4.1.36.2. to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);

4.1.36.3. by a Director in defending criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him; or

4.1.36.4. by a Director, to the Charity, that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Charity or in the case of which he did not care whether it was in the interests of the Charity or not;

4.1.37. to pay a salary to the Superintendent and no more than three Ministers appointed to work with the Charity, albeit that the Superintendent and such Ministers are Directors;

4.1.38. to pay remuneration to any other Minister Probationer or retired Minister serving on the Circuit appointed to work with the Charity;

4.1.39. subject to Article 7, to employ paid or unpaid agents, staff or advisers and to engage the services of volunteers;

4.1.40. to provide and contribute to superannuation or pension funds for the employees and workers of the Charity or any of them or otherwise to make provision for such employees and workers, their widows and dependants;

4.1.41. to let and apply for tenders and to enter into contracts to provide services to or on behalf of other bodies;

4.1.42. to acquire, merge with, amalgamate with or enter into any joint venture or partnership, partnering or collaboration working and/or to amalgamate for the takeover of the Charity by or to take over any charitable organisation (or part thereof) the purposes of which is in the opinion of the Directors similar to the purposes of the Charity;
4.1.43. to enter into and carry into effect agreements or arrangements with associations, institutions, companies or individuals which are reasonably necessary for the attainment or furtherance of the Charity's Objects or any of them;

4.1.44. to establish or purchase companies to carry on any trade;

4.1.45. to institute, prosecute or defend any claims, suits or actions or other proceedings affecting the Charity or its Objects and to compromise any matter or difference or to submit any such matter to arbitration or mediation and to compromise, compound or abandon any debts owed to the Charity or any other claims and to compromise any dispute in relation to debts or any other claims against the Charity upon evidence that the Directors shall deem sufficient and so that the Directors shall not be responsible for any loss occasioned by any act or thing so done by them in good faith;

4.1.46. to pay the reasonable and proper costs of forming and administering the Charity; and

4.1.47. to do anything else within the law which the Directors believe will promote or help to promote the Objects.

5. MEMBERS

5.1. The subscribers to the Memorandum were the first members of the Charity.

5.2. The number of members is limited to the Superintendent and all the other members of the Mission Committee who comply with article 5.3.

5.3. Membership of the Charity is open to the members of the Mission Committee and members must sign the register of members or consent in writing to become a member.

5.4. If there are no members of the Mission Committee at any given time willing to become members of the Charity, the current members of the Charity or the Directors shall have the power to appoint and admit new members interested in promoting the Objects provided that a majority of the members are members of the Methodist Church in Ireland.

5.5. Membership of the Charity is not transferrable.

5.6. Members are members of the Charity in their own right whether or not they be members of other companies, bodies or societies with objects similar to those of the Charity.

5.7. The Directors must keep a register of names and addresses of the members.
6. **TERMINATION OF MEMBERSHIP**

6.1. Membership is terminated if:

6.1.1. the person ceases to be a member of the Mission Committee (unless admitted under Article 5.4 above);

6.1.2. the member dies;

6.1.3. the member resigns by written notice to the Charity unless, after the resignation, there would be less than two members of the Charity;

6.1.4. any sum due from the member to the Charity is not paid in full within six months of it falling due and the Directors resolve to terminate the membership of the Charity;

6.1.5. member is removed from membership by a resolution of the Directors that it is in the best interests of the Charity that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:

6.1.5.1. the member has been given at least twenty-one days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed; and

6.1.5.2. the member or, at the option of the member, the members' representative (who need not be a member of the Charity) has been allowed to make representations to the meeting.

7. **LIMITATION ON PRIVATE BENEFITS TO MEMBERS AND DIRECTORS**

7.1. The income and property of the Charity shall be applied solely towards the promotion of its Objects.

7.2. No part of the income and property of the Charity shall be paid or transferred, directly or indirectly, by way of benefit, to members and no Director may receive any remuneration, or other benefit in money or money's worth, from the Charity, except for payment in good faith of:

7.2.1. any payment made, or benefit provided, to any member, or Director, or Connected Person in their capacity as a beneficiary of the Charity provided that a majority of the Directors do not benefit in this way;

7.2.2. reasonable and proper payment to any person (not being a Director) for any goods or services supplied to the Charity;
7.2.3. reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any employee, Director or other representative of the Charity;

7.2.4. interest on money lent to the Charity at a reasonable and proper rate per annum;

7.2.5. reasonable and proper rent for premises let to the Charity;

7.2.6. payments, or other benefits, in money or money’s worth, to any company of which a member, Director or Connected Person is a member holding not more than 1% of its capital;

7.2.7. reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4.1.36;

7.2.8. the usual professional charges for business done by any member, or subject to 7.3, any Director or Connected Person, who is a solicitor, accountant or other person engaged in the profession, or by any partner of his, when instructed by the Charity to act in a professional capacity on its behalf;

7.2.9. payment for other goods or services provided to the Charity by any member or, subject to 7.3 any Director or Connected Person (other than for acting as a charity trustee);

7.2.10. payment of a stipend to the Superintendent and no more than three Ministers appointed to work with the Charity albeit that the Superintendent and such Ministers are members;

7.2.11. payment of remuneration to any other Minister, Probationer or retired Minister serving on the Circuit appointed to work with the Charity.

7.3. Any payments, or other benefits, under Articles 7.2.8 and 7.2.9 may only be made if the following conditions are satisfied:

7.3.1. the payments, or other benefits, are set out in writing between the Charity and the other party and do not exceed an amount that is reasonable in all the circumstances;

7.3.2. any relevant Director is absent from and does not count towards quorum for the part of any meeting at which there is discussion of and does not vote on any resolution relating to his, or a relevant Connected Person’s, engagement by the Charity under any contract, the payment and other terms of such contract and such person’s performance under it.

7.3.3. in relation to any proposed contract with a relevant Director, or Connected Person, that the other Directors are satisfied that it is in the best interests of the Charity to enter into a contract with
that Director, or Connected Person, rather than with someone who is not a Director, or Connected Person;

7.3.4. the reasons for the decision of the Directors are recorded in the official minutes of Board meetings;

7.3.5. in any financial year, no more than a minority of Directors are subject to such an arrangement where remuneration is payable.

7.4. The restrictions and qualifications to them, under this Article 7, relating to remuneration of and provision of benefits to Directors from the Charity apply also to remuneration of and benefits to Directors from Subsidiary Companies.

7.5. Subject to Article 7.6, any Director who becomes a Conflicted Director in relation to any matter must:

7.5.1. declare the nature and extent of his or her interest before discussion begins on the matter;

7.5.2. withdraw from the meeting for that item after providing any information requested by the Directors;

7.5.3. not be counted in the quorum for that part of the meeting; and

7.5.4. be absent during the vote and have no vote on the matter.

7.6. When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Director authorise the Conflicted Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director, to:

7.6.1. continue to participate in discussions leading to the making of a decision and/or to vote; or

7.6.2. disclose to a third party information confidential to the Charity; or

7.6.3. take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director or a Connected Person of any payment or Material Benefit from the Charity; or

7.6.4. refrain from taking any step required to remove the conflict.

7.7. This provision may be amended by special resolution but, where the result would be to permit any Material Benefit to a Director or Connected Person, only with the prior written consent, where required under the Applicable Charities Legislation.
8. GENERAL MEETINGS

8.1. An annual general meeting must be held and not more than fifteen months may elapse between successive annual general meetings.

8.2. The Directors may call a general meeting at any time.

8.3. A general meeting may be called on a written request to the Directors from members entitled to exercise at least 10% of the voting rights of members or, if more than twelve months have passed since the Charity last held a general meeting, from members entitled to exercise at least 5% of the voting rights of members.

8.4. On receipt of a written request made pursuant to Article 8.3, the Directors must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the meeting.

8.5. Members must annually at the annual general meeting:

8.5.1. receive the accounts for the Charity for the previous financial year;

8.5.2. receive a written report on the Charity's activities;

8.5.3. be informed of the retirement of those Directors who wish to retire or who are retiring by rotation;

8.5.4. elect Directors to fill the vacancies of elected Directors arising;

8.5.5. appoint reporting accountants or auditors for the Charity;

8.5.6. elect office holders from amongst those persons nominated by the Board of Directors to the offices of Chairperson, Secretary, Treasurer, and Deputy Chairperson(s).

9. NOTICE OF GENERAL MEETINGS

9.1. The minimum period of notice required to hold a general meeting of the Charity is fourteen clear days.

9.2. A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.

9.3. The notice of a general meeting must specify the date time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under s.324 of the Companies Act 2006 and Article 11.
9.4. The notice of a general meeting must be given to all the members and to the Directors and auditors.

9.5. The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the general meeting did not receive it because of an accidental omission by the Charity.

10. PROCEEDINGS AT GENERAL MEETINGS

No business shall be transacted at any general meeting unless a quorum is present. A quorum is five members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.

10.1. If:

10.1.1. a quorum is not present within half an hour from the time appointed for the meeting; or

10.1.2. during a meeting a quorum ceases to be present,

the meeting shall be adjourned to such time and place as the Directors shall determine.

10.2. The Directors must reconvene the meeting and must give at least seven days' notice of the reconvened meeting stating the date, time and place of the meeting.

10.3. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the meeting shall be dissolved.

10.4. General meetings shall be chaired by the person who has been appointed to chair meetings of the Directors.

10.5. If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Director nominated by the Directors shall chair the meeting.

10.6. If there is only one Director present and willing to act, he or she shall chair the meeting.

10.7. If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

10.8. The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
10.9. The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

10.10. No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

10.11. If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days’ notice shall be given of the reconvened meeting stating the date, time and place of the meeting.

10.12. Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:

10.12.1. by the person chairing the meeting; or

10.12.2. by at least two members present in person or by proxy and having the right to vote at the meeting; or

10.12.3. by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

10.13. The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.

10.14. The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded.

10.15. A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.

10.16. If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.

10.17. A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.

10.18. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

10.19. A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.

10.20. A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.

10.21. The poll must be taken within thirty days after it has been demanded.
10.22. If the poll is not taken immediately at least seven clear days' notice shall be
given specifying the time and place at which the poll is to be taken.

10.23. If a poll is demanded the meeting may continue to deal with any other
business that may be conducted at the meeting.

11. CONTENT OF PROXY NOTICES

11.1. Proxies may only validly be appointed by a notice in writing (a "proxy
notice") which:

11.1.1. states the name and address of the member appointing the
proxy;

11.1.2. identifies the person appointed to be that member's proxy and
the general meeting in relation to which that person is appointed;

11.1.3. is signed by or on behalf of the member appointing the proxy, or
is authenticated in such manner as the Directors may determine;
and

11.1.4. is delivered to the Charity in accordance with the Articles and any
instruction contained in the notice of the general meeting to
which they relate.

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

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

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

11.4.1. allowing the person appointed under it as a proxy discretion as to
how to vote on any ancillary or procedural resolutions put to the
meeting; and

11.4.2. appointing that person as a proxy in relation to any adjournment
of the general meeting to which it relates as well as the meeting
itself.

12. DELIVERY OF PROXY NOTICES

12.1. A person who is entitled to attend, speak or vote (either on a show of hands
or on a poll) at a general meeting remains so entitled in respect of that
meeting or any adjournment of it, even though a valid proxy notice has
been delivered to the Charity by or on behalf of that person.

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

12.4. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

13. WRITTEN RESOLUTIONS

13.1. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

13.1.1. a copy of the proposed resolution has been sent to every eligible member;

13.1.2. a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and

13.1.3. it has been received at the registered office within a period of 28 days beginning with the circulation date.

13.2. A resolution in writing may comprise several copies to which one or more members have signified their agreement.

14. VOTES OF MEMBERS

14.1. Every member shall have one vote.

14.2. Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

15. DIRECTORS

15.1. A Director must be a natural person aged 18 years or older.

15.2. No one may be appointed a Director if he or she would be disqualified from acting under the provisions of Article 18.

15.3. The number of Directors shall be not less than five nor more than 14 Directors (including Co-opted Directors) provided at all times the composition of the Board shall be such that a majority of the Directors must be members of the Methodist Church in Ireland.

15.4. The Board of Directors, when complete, shall consist of:

(a) Superintendent (ex officio);
(b) Chairperson (if other than the Superintendent);
(c) Secretary (ex officio);
(d) Treasurer (ex officio);
(e) Up to 8 Directors nominated by the Board of Directors at the date of adoption of these Articles and thereafter up to 8 persons elected by the members at the annual general meeting. At least 2 Directors shall be nominated by the Church Council of the Grosvenor Hall Society and confirmed by the members at the annual general meeting. The Board of Directors may at any time co-opt up to 2 additional Directors.

15.5. A Director may not appoint an alternate Director or anyone to act on his or her behalf at meetings of the Directors.

16. POWERS OF DIRECTORS

16.1. The Directors shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, the Applicable Charities Legislation, the Articles or any special resolution.

16.2. Within the Board of Directors there shall be a Superintendent (ex officio) who may also be the Chairperson and a Secretary (ex officio) and a Treasurer (ex officio) one or more Deputy Chairperson(s) and such other honorary officers from among their number, nominated by the Board of Directors and appointed at the annual general meeting by the members. Should a vacancy in an officer post occur between annual general meetings the Board of Directors shall appoint a replacement office holder.

16.3. No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.

16.4. Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

17. APPOINTMENT OF DIRECTORS

17.1. Directors shall be appointed by an election by the members of the Charity at the annual general meeting. A Director (other than a Co-opted Director) need not be a member of the Charity. At each annual general meeting all Directors who have served four consecutive years or more as a Director shall retire from office other than the Superintendent, Treasurer and Secretary (all ex officio). A Director who retires in accordance with this Article, if willing to act, shall be eligible for reappointment for a further two terms of up to four consecutive years provided that no Director (other than an ex officio) shall serve more than 12 consecutive years. When calculating the terms of years, a Director's existing terms of years as a Director at the date of adoption of these Articles shall not be taken into account.

17.2. If the Charity at the meeting at which a Director retires pursuant to the provisions of Article 17.1, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting (i) it is resolved not to fill the vacancy or (ii) a resolution for the
reappointment of the Director is put to the meeting and lost or (iii) the Director has served a continuous term of twelve years.

17.3. No person other than a Director retiring pursuant to the provisions of Article 17.1 or a Director appointed pursuant to the provisions of Article 17.6 shall be appointed or re-appointed a Director at any general meeting:

(a) unless he is recommended by the Directors; or

(b) unless not less than 14 nor more than 35 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Charity's register of Directors together with a notice executed by that person of his willingness to be appointed or re-appointed.

17.4. Not less than seven nor more than 28 clear days before the date appointed for holding an annual general meeting notice shall be given to all persons who are entitled to receive notice of the meeting of any person (other than a Director retiring by rotation at the meeting) who is recommended by the Directors for appointment or reappointment as a Director at the meeting in respect of whom notice has been duly given to the Charity of the intention to propose him at the meeting for appointment or reappointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed or re-appointed, be required to be included in the Charity's register of Directors.

17.5. Subject as aforesaid, the Charity may by ordinary resolution or the Directors may appoint a person who is willing to act to be a Director either to fill a vacancy until the next annual general meeting or as an additional Director.

17.6. The Board of Directors may contain up to 2 co-optees at any time. The Directors may at any time co-opt any individual who is eligible under Article 15. A Co-opted Director shall be appointed to hold office from the date of appointment to the next annual general meeting and shall be entitled to attend meetings of the Directors and shall have a right to vote at meetings of the Directors. Co-opted Directors need not be members of the Charity for so long as they remain Co-opted Directors. A Co-opted Director shall be eligible to be co-opted again, subject to a recommendation from the Directors on each occasion but shall not serve for a period of more than three years consecutively.

18. DISQUALIFICATION AND REMOVAL OF DIRECTORS

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

18.1.1. ceases to be a Director by virtue of any provision in the Companies Acts or is prohibited by law from being a Director;
18.1.2. is disqualified from acting as a Director by virtue of the Applicable Charities Legislation;

18.1.3. ceases to hold the office or position which entitles him to be a Director the Charity;

18.1.4. in the written opinion, given to the Charity of a registered medical practitioner treating that person, has physically or mentally become incapable of acting as a Director and may remain so for more than three months;

18.1.5. resigns as a Director by notice to the Charity (but only if at least 3 Directors will remain in office when the notice of resignation is to take effect);

18.1.6. may not be a ‘fit and proper person’ as described in HM Revenue & Custom’s guidance and the Directors believe that his or her continued involvement as a Director could jeopardize the Charity’s tax reliefs and exemptions with HMRC and the Directors resolve that his office be vacated; or

18.1.7. is absent without the permission of the Directors from all their meetings held within a period of six consecutive months and the Directors resolve that his or her office be vacated.

19. REMUNERATION OF DIRECTORS

The Directors must not be paid any remuneration unless it is authorised by Article 7 or by the Commission.

20. PROCEEDINGS OF DIRECTORS

20.1. The Directors may regulate their proceedings as they think fit, subject to the provisions of the Articles.

20.2. The Directors shall meet at least six times in each calendar year. Any Director may call a meeting of the Directors.

20.3. The Secretary (if any) must call a meeting of the Directors if requested to do so by a Director.

20.4. Questions arising at a meeting shall be decided by a majority of votes.

20.5. In the case of an equality of votes, the person who is chairing the meeting shall not have a second or casting vote.

20.6. A meeting may be held by suitable electronic means agreed by the Directors in which each participant may communicate with all the other participants.

20.7. No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made. ‘Present’ includes being present by suitable electronic means agreed by the Directors in which
a participant or participants may communicate with all the other participants.

20.8. The quorum shall be five or the number nearest to one-third of the total number of Directors, whichever is the greater, providing always that the quorum, not including the Chairperson, comprises a majority of Directors who shall be members of the Methodist Church in Ireland.

20.9. A Director shall not be counted in the quorum present when any decision is made about a matter upon which that Director is not entitled to vote.

20.10. 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.

20.11. The Directors shall appoint a Director to chair their meetings and may at any time revoke such appointment. The Superintendent may be appointed as the Chairperson if appointed by the Directors and if willing to act as Chairperson.

20.12. If no-one has been appointed to chair meetings of the Directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their number to chair that meeting.

20.13. The person appointed to chair meetings of the Directors shall have no functions or powers except those conferred by the Articles or delegated to him or her by the Directors.

20.14. A resolution in writing or in electronic form agreed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held provided that:

20.14.1. a copy of the resolution is sent or submitted to all the Directors eligible to vote; and

20.14.2. all of the Directors have signified their agreement to the resolution in an authenticated document or documents which are received at the registered office.

20.15. The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Directors has signified their agreement.

21. DELEGATION

21.1. The Directors may delegate any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be Directors and the terms of any delegation must be recorded.
21.2. The Directors shall specify the terms of reference for every committee and may impose conditions when delegating, including the conditions that:

21.2.1. the relevant powers are to be exercised exclusively by the committee to whom they delegate; and

21.2.2. no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Directors.

21.3. The Directors may revoke or vary a delegation.

21.4. The meetings and proceedings of committees shall be governed by the Articles regulating the meetings and proceedings of the Directors so far as applicable and not superseded by regulations made by the Directors.

21.5. All acts and proceedings of any committees must be fully and promptly reported to the Directors and for that purpose every committee shall appoint a committee secretary.

22. DECLARATION OF DIRECTORS’ INTERESTS

A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Director must absent himself or herself from any discussions and decisions of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest) unless expressly invited to remain in order to provide information.

23. VALIDITY OF DIRECTORS’ DECISIONS

23.1. Subject to Article 23.2, all acts done by a meeting of Directors, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director:

23.1.1. who was disqualified from holding office;

23.1.2. who had previously retired or who had been obliged by the constitution to vacate office;

23.1.3. who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if without:

23.1.4. the vote of that Director; and

23.1.5. that Director being counted in the quorum;
the decision has been made by a majority of the Directors at a quorate meeting.

23.2. Article 23.1 does not permit a Director or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the Directors or of a committee of Directors if, but for Article 23.1, the resolution would have been void, or if the Director has not complied with Article 22 or Article 23.

24. SEAL

If the Charity has a seal it must only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors 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 (if any) or by a second Director.

25. MINUTES

25.1. The Directors must keep minutes of all:

25.1.1. appointments of officers made by the Directors;

25.1.2. proceedings at meetings of the Charity; and

25.1.3. meetings of the Directors and committees of Directors including:

25.1.3.1. the names of the Directors present at the meeting;

25.1.3.2. the decisions made at the meetings; and

25.1.3.3. where appropriate the reasons for the decisions.

26. ACCOUNTS

26.1. The Directors must prepare for each financial year accounts as required by the Companies Acts and the Applicable Charities Legislation. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Financial Reporting Council or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

26.2. The Directors must keep accounting records as required by the Companies Acts and the Applicable Charities Legislation.

27. ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES

27.1. The Directors must comply with the requirements of the Applicable Charity Legislation with regards to:

27.1.1. transmission of the statements of account to the Commission;
27.1.2. preparation of an Annual Report and its transmission to the Commission; and

27.1.3. preparation of an Annual Return and its transmission to the Commission.

27.2. The Directors must notify the Commission promptly of any changes to the Charity’s entry on the Central Register of Charities.

28. MEANS OF COMMUNICATION TO BE USED

28.1. Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Acts provides for documents or information which are authorised or required by any provision of the Companies Acts to be sent or supplied by or to the Charity.

28.2. Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

28.3. Any notice to be given to or by any person pursuant to the Articles:

28.3.1. must be in writing; or

28.3.2. must be given in electronic form.

28.4. The Charity may give any notice to a member either:

28.4.1. personally; or

28.4.2. by sending it by post in a prepaid envelope addressed to the member at his or her address; or

28.4.3. by leaving it at the address of the member; or

28.4.4. by giving it in electronic form to the member’s address.

28.5. A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom or the Republic of Ireland shall not be entitled to receive any notice from the Charity.

28.6. A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.

28.7. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
28.8. Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with s.1147 of the Companies Act 2006.

28.9. In accordance with s.1147 of the Companies Act 2006 notice shall be deemed to be given:

28.9.1. 48 hours after the envelope containing it was posted; or

28.9.2. in the case of an electronic form of communication, 48 hours after it was sent.

29. RULES

29.1. The Directors may from time to time make such reasonable and proper rules or bye laws or terms of reference as they may deem necessary or expedient for the proper conduct and management of the Charity.

29.2. The bye laws may regulate the following matters but are not restricted to them:

29.2.1. the admission of members of the Charity (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;

29.2.2. the creation or recognition of working groups and the composition of the members’ tasks, roles, rights and privileges of such working groups;

29.2.3. the creation or recognition of groups of supporters or friends of the Charity who are not members of the Charity and the rights and privileges of such groups and any subscriptions or rules regulating the terms of their association with the Charity;

29.2.4. the conduct of members of the Charity in relation to one another, and to the Charity’s employees and volunteers;

29.2.5. the setting aside of the whole or any part or parts of the Charity’s premises at any particular time or times or for any particular purpose or purposes;

29.2.6. the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Companies Acts or by the Articles;

29.2.7. generally, all such matters are as commonly the subject matter of company rules.

29.3. The Charity in general meeting has the power to alter, add to or repeal the rules or bye laws.
29.4. The Directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Charity.

29.5. The rules or bye laws shall be binding on all members of the Charity. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

30. INDEMNITY

30.1. The Charity shall indemnify every relevant Director against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.

30.2. In this Article a "relevant Director" means any Director or former Director of the Charity.

31. DISPUTES

If a dispute arises between members or Directors of the Charity about the validity or propriety of anything done by the members or Directors of the Charity under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

32. DISSOLUTION

If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities may be applied in one or more of the following ways:

32.1. At the discretion of the Conference for the charitable purposes of the Church;

32.2. If the Conference shall fail to nominate charitable purposes as set out in Clause 32.1:

32.2.1. by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

32.2.2. directly for the Objects or charitable purposes within or similar to the Objects;

32.2.3. for such charitable purposes as directed by the court or the Commission.
33. INTERPRETATION

33.1. In these Articles:

"address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity;

"the Applicable Charities Legislation" means the Charities Act (Northern Ireland) 1964 and the Charities (Northern Ireland) Order 1987 and the Charities Acts (Northern Ireland) 2008 and 2013 to the extent that they are for the time being in force and applicable to the Charity;

"the Articles" means the Charity's articles of association;

"the Board" or "the Board of Directors" means the board of Directors;

"the Charity" means the company intended to be regulated by the Articles;

"the Church" means the Methodist Church in Ireland as defined in the Methodist Church in Ireland Act (Northern Ireland) 1928;

"Circuit" means a group of one or more of Societies (local churches) of the Methodist Church in Ireland;

"clear days" in relation to the period of a notice means a period excluding:
- the day when the notice is given or deemed to be given; and
- the day for which it is given or on which it is to take effect;

"the Commission" means the Charity Commission for Northern Ireland;

"Companies Acts" means the Companies Acts (as defined in s.2 of the Companies Act 2006) insofar as they apply to the Charity;

"the Conference" means the annual Conference of the Methodist Church in Ireland;

"Conflicted Director" means a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or person connected to a Director is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

"Connected Person" means, in relation to a Director, a person with whom the Director shares a common interest such that he may reasonably be regarded as benefiting directly or indirectly from any Material Benefit received by that person, being either a member of the Director's family or household or a person or body who is a business associate of the Director, and (for the avoidance of doubt) does not include a company with which the
Director’s only connection is an interest consisting of no more than 1% of the voting rights;

"Co-opted Director" means a Director co-opted by the Directors in accordance with Article 17.6;

"the Directors" means the directors of the Charity for the time being. The Directors are “charity trustees” as defined by the Section 180 of the Charities Act (NI) 2008;

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

"electronic form" has the meaning given in s.1168 of the Companies Act 2006;

"Financial Expert" means a person who is reasonably believed by the Directors to be qualified to give the relevant advice and/or provide the relevant services by his ability in and practical experience of financial and other matters relating to the investment;

"Material Benefit" means a benefit which may or may not be financial but which has monetary value;

"member" and "membership" refers to company law membership of the Charity of any class;

"the Memorandum" means the Charity’s memorandum of association;

"Minister" means an ordained minister stationed by the Church;

"the Mission Committee" is the committee appointed in each year by the Conference for the purpose of oversight of the Charity;

"the Objects" means the objects of the Charity as defined in Article 3;

"Officers" includes the Directors and the Secretary (if any);

"person connected to a Director" means (a) a child, parent, grandchild, grandparent, brother or sister of a Director, (b) the spouse or civil partner of a Director or anyone falling within paragraph (a), (c) a person carrying on business in partnership with a Director or with any person falling within paragraphs (a) (b) or (c) (or which is controlled by any two or more such persons when taken together), (d) a body corporate in which a Director or any person within paragraphs (a) to (c) has a substantial interest (or in which two or more such persons, taken together, have a substantial interest);

"Probationer" means a student allocated by the Church to circuit for probation;

"the seal" means the common seal of the Charity, if it has one;
"Secretary" means any person appointed to perform the duties of the secretary of the Charity;

"Society" means a local church of the Methodist Church in Ireland;

"the Superintendent" means the person for the time being appointed as such by the Conference or if no such person is appointed a member nominated by the Conference or such other person as may be nominated by the Conference;

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

"written" or "in writing" refers to a legible document or paper or a document which can be printed onto paper including a fax message or electronic mail; and

words importing one gender shall include all genders, and the singular includes the plural and vice versa.

33.2. Unless the context otherwise requires, words or expressions contained in the Articles have the same meaning as in the Companies Acts and the Applicable Charities Legislation but excluding any statutory modification not in force when this constitution becomes binding on the Charity.

33.3. Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.