

BAPTIST UNION OF SCOTLAND (“THE UNION”) WEBSITE
COMPANION TO RE-STRUCTURING A SCOTTISH BAPTIST CHURCH AS A
SCOTTISH CHARITABLE INCORPORATED ORGANISATION (SCIO)
SUGGESTED FOR USE BY CHURCHES IN MEMBERSHIP OF THE UNION

This Companion is intended to walk you through the steps involved for a church in membership of the Union re-structuring as a Scottish Charitable Incorporated Organisation (SCIO). Please note the following:

- *This Companion is designed to be read alongside, and not in substitution for, the comprehensive guidance available on the website of the Office of the Scottish Charity Regulator (OSCR). It is recommended that you follow this link [\[LINK\]](#) where you will be able to download the PDF version of OSCR’s **A Guide to Incorporation** (from now on referred to as “**the OSCR Guide**”). You will also on that same webpage find links to the following factsheets (in alphabetical order):*
 - *Accounts*
 - *Assets Register*
 - *Banks, Investments, Insurances and Licences*
 - *Five Tips for Incorporation*
 - *Incorporation Documents for OSCR*
 - *Legal Forms*
 - *Pension Fund Considerations*
 - *Tax Matters*
 - *Transferring Assets and Liabilities*
- *The OSCR Guide and Factsheets are very useful, but not all of them, or every part of any of them, will be applicable to your church. In particular, they are understandably written from the perspective of a secular charity. However, before embarking on the process of re-structuring your unincorporated voluntary association (“UVA”) as a SCIO, you should read these carefully and take note of those aspects which do apply to your church.*
- *This Companion assumes that you have made the basic choice that you want to re-structure your church as a SCIO. You should follow the steps and processes outlined in the OSCR Guide. This refers primarily to incorporation as a SCIO, and you should simply bypass the alternative sections relating to incorporation as a company limited by guarantee.*
- *This Companion highlights the specific aspects that will be of interest or concern to churches and which may not be taken account of, or at least not given the same emphasis, in the OSCR Guide. It is suggested that you have one eye on the OSCR Guide and one eye on this Companion as you walk your way through the process. If you are an IT whizzkid, you may be able to flit from screen to screen! Alternatively you may prefer to print one or both off and move from one to the other.*

INTRODUCTION-IT'S LIKE MOVING HOUSE

Do you want to have a clear picture in your own mind (and as a church leader, to be able to communicate this to your fellow church members) of the journey from the familiar surroundings of the UVA which has served your church so well for generations to the new territory of a SCIO?

It may be helpful to see this as moving house. And it is quite a pleasant way to move. You are not turfed out of your old home, throwing your keys back through the door, jumping with all your goods into a van, arriving the same day at your destination and having immediately to hit the ground running with a new life in an unknown location, while at the same time falling over unpacked boxes and disorientated children.

No. Instead imagine that you have been blessed with a divine bridging loan, allowing you the luxury of owning two houses simultaneously and moving in a calm and relaxed manner between them. You can acquire, prepare and furnish your new home and get the family settled. At your leisure you can transfer from the old house to the new the things that you need to keep and that will enhance your experience going forward. Then when all is ready and the time is right, you can do a final vacuum and say goodbye to your former residence.

All removals should be like this. There is nothing to be frightened of. And you do not even need to move church premises. You can do this!

So, in quick summary the process is:

- Form the new SCIO
- Transfer all assets and liabilities from the UVA to the SCIO
- Wind up the old UVA

PLANNING THE MOVE

1) Can you move easily?

Check your existing church constitution. Does it contain a dissolution clause giving you power to wind up the old UVA and transfer the assets to the new SCIO? If, as is hopefully likely, you have used one of the previous model constitutions made available by the Union then there will be no problem as these all in different ways included appropriate procedures for dissolving the church and applying its assets for charitable purposes. If, unusually, there is no clear provision of this nature, you will probably have to take advice from a solicitor with a good knowledge of charity law. A charity reorganisation scheme may be needed before you can progress further.

2) What do you need to move?

At this early stage, have a leadership brainstorming session and try to list all the assets and liabilities of the church which will require to be moved over from the UVA to the SCIO, and all the governmental (national and local), regulatory and other organisations with whom you will have to communicate. Sections 5 to 13 of the OSCR Guide should be read carefully and contain useful lists of bodies to contact. The ***Transferring Assets and Liabilities*** and ***Asset Register*** Factsheets may be helpful points of reference. This

is vital groundwork. You are not committing yourself to anything, but you are asking important “What if?” questions. If we were to convert from a UVA to a SCIO:

- Whom will we have to inform?
- What forms will we have to fill in?
- What information will others need from us?
- What procedures will we have to follow?
- What consents or confirmations will we require?
- What limits or restrictions might be placed upon us?
- What licences, grants, benefits or exemptions will we have to re-apply for?
- What insurance arrangements may we require to amend or update?
- What contracts will have to be changed or re-negotiated?
- Will our requests be granted as a matter of course?
- Will we lose out in certain ways through being a SCIO?
- Are any downsides acceptable in view of the benefit of limited liability?

Preparing the ground in this way will assist the church leaders in explaining the implications to the membership, and will mean that any decision to convert to a SCIO will be an informed choice, having weighed up both the positives and the negatives. It should mean that potential problems can be identified and hopefully ironed out in advance. Also, the “bridging period” when UVA and SCIO exist side by side will not be unnecessarily prolonged, as you will have a checklist of things to do and a portfolio of key individuals, forms and contact points already in place.

All the relevant points in the OSCR Guide and Factsheets should be considered. The following items are not intended to be an exhaustive list but rather a quick summary of specific factors that may well affect, or be of concern or interest to, Baptist churches (the points are in alphabetical order, rather than in any hierarchy of importance):

A) BANKS AND INVESTMENTS

Banks can be particularly difficult and time-consuming to deal with and often have repetitious and complicated procedures conducted through impersonal departments accustomed to dealing with other types of businesses and charities. Each time you are in contact you will most likely be having to explain yourself to a different person who is uncomprehending as to what a church is and does. So it is best to summon up all the reserves of patience and good humour at your disposal and engage early with the church’s bank to find out exactly what will be required in due course to set up the appropriate bank accounts and arrangements for the new SCIO. All that you can do is get yourself to the start line. You will most likely not be able to cross it until the SCIO is registered as a charity.

You should also initiate contact with any other investment holders or managers. The ***Banks, Investments, Insurances and Licences*** and ***Transferring Assets and Liabilities*** Factsheets should be referred to.

B) EMPLOYMENT MATTERS

The church’s staff are of course vital assets who must be considered and kept informed throughout the re-structuring process. The transfer of the church’s undertaking from the UVA to the SCIO will normally mean that by virtue of the Transfer

of Undertakings (Protection of Employment) Regulations 2006 (“the TUPE Regulations”) the contracts of employment of all employees will be deemed to transfer on a continuing employment basis to the SCIO with effect from the date of the transfer.

However, employment law (and the consequent rights and responsibilities of employer and employee) is a specialised and complicated area. No assumptions should be made and it is strongly recommended that legal advice is taken from solicitors with the relevant knowledge and experience, and in particular with an understanding of the very specific aspects of employment law and practice which relate to churches. In brief summary and only for the purpose of flagging up examples of some of the issues that may have to be considered and on which specialist advice may have to be taken, as each case turns on its own facts and circumstances:

- Some of those you may regard and treat to a certain extent as employees for PAYE, National Insurance and other purposes may not actually be employees for the purposes of the TUPE Regulations. In particular a minister in pastoral charge of a congregation and operating under terms of engagement may be deemed to be the holder of an office rather than an employee. The consequence of this could be that there might have to be negotiations with the minister (who must of course be given the opportunity to receive independent legal advice) for his/her relationship with the UVA to be terminated, and a new arrangement entered into with the SCIO.
- Some of those you may regard as not being employees, but who are paid by the church for services rendered, may be deemed to be “workers” with certain employment rights, and this would have to be taken account of in the transfer arrangements between the UVA and the SCIO.

C) HERITABLE PROPERTY

Title to all properties owned by the UVA will require to be conveyed to the SCIO. For the purposes of this section, reference will be made to “the Church Premises”, but of course the same considerations will apply, and separate conveyancing will have to be carried out in relation to, any further property owned by the church, such as a manse or hall or any other land and/or building. This will definitely require legal input.

The church’s conveyancing solicitors (it would be wise to ensure that they are familiar with the specialised conveyancing issues relating to church property) should be asked to check out the title to the Church Premises, to ensure that there will be no delays or difficulties in conveying the property to the SCIO when the time comes.

In particular, unless the Church Premises were acquired relatively recently and therefore are already on the Land Register of Scotland with their own Title Number, the transfer to the SCIO will trigger compulsory first registration in the Land Register of Scotland. The previous bundle of sasine title deeds (some of which may be ancient, handwritten and difficult to read, with unclear boundary descriptions and inadequate

plans (or even no plans at all)) will on completion of the registration process be replaced with one single Title Sheet. This will contain all the information relevant to the Church Premises, including the rights and conditions that apply to it, and an Ordnance Survey Map based plan showing the location and extent of the property and any other relevant areas (such as access lanes, common ground etc). In accordance with Scottish Government policy, title to the Church Premises will require to be registered under the new system by 2024 anyway, so you might as well combine this necessary process with having the Church Premises conveyed to the SCIO at the same time. The check on the title will include some or all of the following:

- Ascertaining the trustees of the church in whose name title to the Church Premises was originally taken and whose successors in their respective offices will have to sign the Disposition transferring title to the SCIO. These may well be different from the trustees of the church for general purposes in terms of the existing UVA Constitution, and might for example include some officebearers of the Baptist Union of Scotland.
- Obtaining from the searchers copies of documents essential to the title, but which have not been preserved with the bundle of deeds held by the church or its solicitors.
- Ordering a Plans Report comparing the description of the Church Premises as contained in the old title deeds with the current Ordnance Survey Map. Depending on the outcome disclosed by the report, this may necessitate an up to date title plan having to be prepared or remedial conveyancing action undertaken in conjunction with neighbours to resolve any discrepancies.
- Ordering a Legal Report which will disclose the relevant deeds recorded in relation to the Church Premises but which have perhaps been overlooked or forgotten. For example ground may have been conveyed away for roadwidening purposes, or a security may be in place in relation to a debt long since repaid. In the latter case, the security can now be formally discharged which will mean that it does not interfere with the transfer process.

There may also be current security issues to take account of, and on which your conveyancing solicitors can advise you:

- If the church has a loan outstanding, whether to a bank or other funding body (including denominational or other church-related lenders), this may have been secured on the Church Premises. In this case the consent of the creditor will be required to the transfer of title to the SCIO, and that will include the existing security having to be varied or alternatively discharged and re-constituted, so that the SCIO takes the place of the trustees of the UVA as the obligant under the secured loan agreement.
- If the church itself holds security over any property (for example the UVA may have entered into an arrangement with its minister in terms

of which the church has invested in a property purchased by the minister and is entitled to a certain percentage share of the market value of the property in specified circumstances), then that security will have to be formally assigned by the UVA to the SCIO.

Finally, it is possible that the Church Premises will be leased rather than owned by the church. If that is the case, the relevant terms of the Lease will have to be checked for the requirements as to assignation of the Lease by the UVA to the SCIO. Almost certainly the consent of the landlords will be required, either at the landlords' sole discretion or not to be unreasonably withheld, and further conditions may also be imposed. Accordingly some detailed negotiation with the landlords and/or their solicitors may well be needed before you can be sure that the assignation of the Lease can proceed.

At the time of the transfer (whether effected by a Disposition conveying the Church Premises or by the Assignation of a Lease), your solicitors will require to submit a Land and Buildings Transaction Tax (which has replaced Stamp Duty) return to Revenue Scotland, but there should be no tax payable, as a transfer to a registered charity (ie the SCIO) is exempt.

D) LEGACIES

Members and friends of the church may have made Wills bequeathing legacies and/or shares in the residue of the estate to the UVA. If these have been carefully drafted, especially by a private client solicitor well versed in dealing with churches and charities, the Will should include wording covering a potential reorganisation or re-structuring of the charity and directing the bequest to the successor charity, in this case the UVA. There is not a lot you can do about the quality of Will drafting when you do not even know who has left your church a legacy, apart from hope that the family or solicitors involved in the eventual winding up of the estate make the effort to trace the successor charity in order to give effect to the deceased's wishes.

Where someone has told you that they are leaving a substantial legacy to the church, if you feel that it would be appropriate to do so and would not be taken the wrong way, you may wish to speak to them and encourage them to check that the Will as drafted would be effective to operate as a bequest to the SCIO, or, if not, to have the Will updated, perhaps with the addition of a short codicil. It would also be sensible to give this matter some general publicity in the hope that members and friends will check their existing Wills or at least get any new Wills right.

E) PENSION MATTERS

Your church may be part of the Ministers Defined Benefit Pension Scheme operated in conjunction with the Baptist Union of Great Britain ("the Scheme"). A change in charity structure to a SCIO and the consequent dissolution of the UVA would normally constitute a cessation event triggering immediate full payment of the church's debt. Therefore, before committing the church to the re-structuring process, it is essential to contact the Scheme Trustees, explain your intentions, request consent to the change of structure and obtain guidance as to the procedure to be followed to avoid

triggering a cessation payment. You must follow to the letter the instructions given by the Scheme Trustees and that will normally involve including very particular wording in the Transfer Agreement mentioned later, making clear that the SCIO is taking on board full responsibility for the Scheme, and the church's staff who are part of this and the whole liability as previously shouldered by the trustees of the UVA. If the church is involved in some other pension arrangement, then you must of course take the appropriate advice, contact the pension providers and act in accordance with their requirements.

BUILDING THE NEW STRUCTURE

1) Draft the SCIO Constitution

For this refer to:

- Draft Model Constitution for a SCIO suggested for use by churches in membership of the Baptist Union of Scotland [\[LINK\]](#)
- Commentary on the draft Model Constitution [\[LINK\]](#)

2) Take it to the Church

Convene a meeting of the church members, prepare a motion (consistent with the requirements of your existing constitution) agreeing to:

- the re-structuring of the UVA as a SCIO
- the transfer of assets and liabilities from the UVA to the SCIO
- the dissolution of the UVA

and circulate this along with the draft Constitution and as much further information as you consider relevant and appropriate. Be ready to answer questions that may come to you before and during the meeting. When the decision has been made, have the chair of the meeting sign an extract minute recording the passing of the exact words of the resolution. The extract can easily be produced in future without having to hunt back through the other decisions and considerations recorded in the full minute of the meeting

3) Apply to OSCR

Look at Step 1 of the OSCR Guide, and the Factsheet ***Incorporation Documents for OSCR***. Your package for submission to OSCR will include:

- Your new draft SCIO Constitution.
- Charity Trustee Declarations. Use the form prescribed by OSCR [\[LINK\]](#). One form each has to be signed by all of the initial trustees of the SCIO. Make sure that the number of forms submitted is consistent with the minimum and maximum number of trustees of the church in terms of your SCIO Constitution!
- Application for Incorporation as a SCIO [\[LINK\]](#). The link gives you both the OSCR application form and the guidance notes. Please read the guidance notes and complete the form fully and carefully. You are best to save the form into your own computer system and take time to ensure that all your answers are the best they can be. At least two church leaders should review the form before submission. The form largely speaks for itself, but particular note should be taken of the following sections:

- Question 4. The SCIO is of course replacing the existing UVA.
- Question 6. The charitable purposes stated on the form should be consistent with the purposes clause in your new SCIO Constitution.
- Questions 7-9. This is the most challenging section of the form. Explain carefully your main activities, how these link to your purposes, how these provide benefit to the public (a necessary element of passing the charity test) and how this benefit is accessed. Just saying that you are a church and will keep doing what you have always done is not enough. Assume that OSCR know nothing and present a positive case for what the church brings to its community. The church's latest annual report may provide a useful starting point.

4) *Wait for an answer*

OSCR may ask for more information or clarification, but hopefully, if the Constitution and application form have been carefully prepared, this will not be necessary. OSCR have already confirmed that the Model Constitution meets with their requirements, so, if no major deviations have been made from this, there should not be any problems in this respect.

Within approximately three months, most likely more quickly and not usually longer unless there is some complex aspect peculiar to your church, OSCR should write confirming charitable status and the new charity number. That number as well as mention that the charity is a SCIO should appear on all external documents issued by or on behalf of the new entity. Now both the UVA and the SCIO with their different charity numbers will appear and be cross-referenced on the Scottish Charities Register maintained by OSCR, and the "bridging" period begins.

TRANSFERRING THE CONTENTS

1) *Back to OSCR again*

Your reward for completing the first OSCR form correctly is to get to do another detailed (although thankfully not so long) OSCR form, the Application for Consent to Wind up or Dissolve a Charity [[LINK](#)]. Most of the form is self-explanatory. The following sections are particularly relevant:

- Question 3. You have to state the clause in your previous UVA constitution permitting dissolution. This should have been scoped out at the **Planning the Move** stage. Remember to enclose a copy of the UVA Constitution with the OSCR form.
- Question 4. A proposed effective date of dissolution must be given and has to be at least 42 days after OSCR receives the form. It is best to coincide this with the date for a church members' meeting, perhaps the AGM. Do not become involved in brinkmanship over the date. It is recommended that you aim to send the form off to OSCR 60 days in advance, so that the odd small delay will not push you near to the edge.
- Question 5. The UVA is of course being replaced by a new SCIO. You must detail all the assets and liabilities of the UVA. Again, you should have

compiled most of the required information at the *Planning the Move* stage.

- Question 6. The short answer is that all the assets are being transferred to the SCIO.

OSCR should reply well before the end of the 42 day lead in period granting consent to the dissolution of the UVA, requesting notification once the wind up process is completed, and detailing the evidence they will need to see to confirm that all the significant assets and liabilities have been transferred.

2) *Transferring everything over*

You can now move on with the process of transferring everything needed from the old house to the new house. The date of dissolution specified in the answer to Question 4 of the second OSCR form (from now on referred to as “the Transfer Date”) should be the focal point, and in so far as possible transfers should take effect on that date. It is not essential, and will not be possible, to achieve perfection in this respect (for example some documents signed on the Transfer Date will not be intimated to other parties until later, and they may not be able to backdate their effect) and that does not really matter.

However, to avoid a lengthy period of limbo, and any consequent vagueness as to whether the UVA or the SCIO is the relevant responsible body for various purposes, it is good discipline to keep the transfer process within as short a time frame as reasonably practicable. It is probably worthwhile trying to arrange that key church leaders, especially signatories and those involved in making and receiving communications, are not on holiday or otherwise unavailable for the period before and after the Transfer Date!

Like a Blue Peter presenter it is best to have as much as possible prepared beforehand. This applies in particular to the church meeting to be held on the Transfer Date. The following should all be ready well in advance:

TRANSFER AGREEMENT

This narrates the transfer of all the assets and liabilities of the UVA to the SCIO. It should be worded as comprehensively as possible to include every conceivable type of property, heritable, moveable, intellectual and digital, present or potential. Yet within that broad scope, it may be necessary to include specific wording on certain matters, including those highlighted in the *Planning the Move* section:

- Banks & Investments
- Employees
- Heritable Property
- Legacies
- Pension Liability

It is recommended that legal advice is taken on the wording of the Transfer Agreement to ensure that all relevant matters are adequately covered. The final version of the Agreement should be signed by all the trustees of the UVA and the

signatories for the SCIO. Hopefully all trustees/signatories will be attending the meeting or can be rounded up quickly thereafter. It is helpful to keep a copy of the fully signed Transfer Agreement available to answer any person or body who asks why an asset or liability is being transferred or who questions why the new SCIO has popped up in place of the UVA they were accustomed to dealing with.

DISPOSITION(S) TRANSFERRING TITLE TO HERITABLE PROPERTY(IES)

Again you should have primed your solicitors in advance so that they will have prepared the Disposition or Dispositions transferring title to any relevant properties owned by the UVA, whether church premises, hall, manse or otherwise (or an Assignment of any Lease and/or an Assignment or Variation of any Standard Security). The deed(s) should be signed at the meeting or as soon as possible after that by the trustees for title purposes of the UVA (remember they may be different from the trustees for general purposes in terms of the UVA Constitution) and duly witnessed and returned to the solicitors to effect registration in the Land Register of Scotland.

MOTION TO BE PASSED AT THE MEETING

This will effectively be the last formal business meeting of the UVA. The motion to be passed at the meeting should be carefully drafted (legal advice may be useful) and circulated in advance to the members. It should include the following:

- Noting with approval the formation of the new SCIO in implement of the previous decision of the church meeting;
- Instructing the transfer of the assets and liabilities of the UVA to the SCIO;
- Authorising the trustees of the UVA in terms of the Constitution (for the avoidance of doubt, their full names and addresses should be listed) to sign all necessary documentation to give effect to the transfer, including the Transfer Agreement;
- Specifically confirming the appointments of the Trustees of the UVA for title purposes, recording their names, addresses and offices held (title deeds to different properties or even different parts of the same property may specify different office holders as trustees for title purposes!) and authorising them to sign the Disposition(s) and any other relevant documents;
- Stating that once all transfer and related procedures have been completed, the trustees of the UVA are authorised to arrange for the UVA to be removed from the Scottish Charities Register and to dissolve the UVA.

After the meeting, you should communicate with all the parties you identified during the ***Planning the Move*** process, including completing and submitting all relevant forms and documents so that the SCIO can replace the UVA in whatever way is appropriate. Although this is not an exhaustive list (and you

must include all other individuals and bodies relevant to the specific context of your church), these will include:

- Banks, for opening new accounts and transferring balances from the old accounts;
- Investment holders;
- Pension trustees (who will want to see a copy of the signed Transfer Agreement incorporating their specific clause regarding transfer of liability);
- HMRC, for a new charity tax code and Gift Aid registration;
- PAYE and National Insurance;
- Information Commissioner's Office, for data protection registration;
- Disclosure Scotland as regards PVG;
- Local Authority, in particular as regards rates/water and sewerage charges reliefs;
- Utility and other suppliers;
- Premises and equipment servicers and maintainers;
- Any relevant grant providers;
- Any other parties with whom the church has significant contracts or other arrangements, especially those with financial implications;
- Accountants/auditors/independent examiners to finalise the accounts of the UVA and to commence accounting for the SCIO;
- Insurers.

FAREWELL TO THE OLD STRUCTURE

1) *Third communication with OSCR*

As mentioned in the ***Transferring the Contents*** section, in their letter granting consent to the dissolution of the UVA, OSCR will have considered the schedule of assets and liabilities contained in the answer to Question 5 of the second OSCR form and will have detailed the evidence they will require to see to confirm that all the significant assets and liabilities have been transferred.

Use the OSCR letter as a check list, mark each item off as you receive it and compile a bumper fun bundle of documents to send to OSCR. The good news is that you do not need to fill in a third form. Send a brief letter to OSCR on the new SCIO's headed notepaper. Just mirror OSCR's letter to you and list the items enclosed in the same order as OSCR put them. This will include at least the following, and possibly more items if OSCR has chosen to mention them (see the ***Incorporation Documents for OSCR*** Factsheet for a longer list):

- Transfer Agreement (send this even if OSCR do not specify it, as the Transfer Agreement effectively stands behind and gives the authority for all the other documentation).
- Evidence of transfer of title to the heritable property or properties. Arrange for your solicitors to provide you with a copy of the fully signed Disposition(s) or other document(s) as well as a copy or copies of the

acknowledgment(s) by the Registers of Scotland of receipt of the deed(s) for registration, including confirmation of the Title Number(s). The solicitors should be able to forward to you a copy of the relevant email(s) from the Registers.

- Final accounts of the UVA drawn up to a date not earlier than the Transfer Date. Almost certainly the accounts will extend to a period somewhat after the Transfer Date to include final tidying up financial transactions. It is possible for merged accounts to be prepared for the two overlapping charities and your accountants will be able to guide you regarding this (see the *Incorporation for SCIOs: Accounts Factsheet*).
- Final bank statement for the UVA showing the resultant nil balance(s) after transfer to the SCIO, plus bank statement for the SCIO showing the closing credit from the UVA coming in.
- Acknowledgment by the pension providers that liability for contributions and any other payments due has passed to the SCIO.
- Statement by the trustees of the UVA that the transfer has been completed.
- Statement by the SCIO that it has received all the assets, liabilities and undertaking of the UVA (this can be the last paragraph of your letter to OSCR).

OSCR should then write to you to confirm that the UVA has been removed from the Scottish Charities Register, although the register entry for the UVA will still be cross-referenced to the SCIO so that anyone looking for the old charity will be directed to the SCIO.

2) *Final sweep round*

The SCIO should now be fully in the saddle as regards the administration of all of the affairs of the church. Just before you relax and put your feet up on the couch of your SCIO and breathe in the fresh air of your new limited liability environment, take time to tidy up the last vestiges of the UVA:

- Make sure that everyone who pays money to the church, including members donating by standing order, have transferred their payments to the new bank account. Once that has been done, you can ask the bank to close the old UVA account down. Knowing the way banks operate, this may be rather a struggle, but that does not really matter so long as the SCIO account is properly up and running.
- Once you are certain that all Gift Aid claims resulting from donations to the UVA have been processed, you can ask HMRC to close down the UVA registration, just leaving the SCIO registration.
- Scour all the church's literature, website and social media presence to weed out any residual references to the UVA (apart from in a historical section).

- When communications come in which indicate that the other party has not registered the change, hunt them down until they do (this may take some time, due to bureaucratic inertia).
- If you can face having to communicate with OSCR for a fourth time, you may want to apply to OSCR for consent to change the name of the SCIO back to the name of the old UVA (perhaps dropping the word SCIO or the year or whatever other change you did to make the original name of the SCIO different from that of the UVA).

This Companion to re-structuring a Scottish Baptist Church as a SCIO and the draft Model Constitution for a SCIO and relative Commentary have been prepared by Alan Holloway, Solicitor to the Baptist Union of Scotland (“the Union”), and trading as Diakoneo Legal Services Limited. It is hoped that churches will find these to be helpful. However, nothing contained in this Companion or in the Model Constitution or in the Commentary, is intended to be, nor should it be construed as containing, legal advice to any particular church. Each church is responsible for deciding on its own structure and on the terms of its own constitution, and carrying through its own re-structuring process, and should take its own legal advice in that connection. Neither the Union nor Alan Holloway or Diakoneo Legal Services Limited (unless specifically engaged by a particular church to advise in relation to such matters) can accept any responsibility or liability arising out of the terms of this Companion or the draft Model Constitution or the Commentary.