



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

Company Number **9067852**

The Registrar of Companies for England and Wales, hereby certifies that

**THE JERUSALEM AND THE MIDDLE EAST CHURCH  
ASSOCIATION**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales.

Given at Companies House, Cardiff, on **3rd June 2014**.

The above information was communicated by electronic means and authenticated by the  
Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Companies Act 2006  
Company limited by guarantee

**MEMORANDUM OF ASSOCIATION**  
**of**  
**THE JERUSALEM AND THE**  
**MIDDLE EAST CHURCH ASSOCIATION**

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Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

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Name of each subscriber	Authentication by each subscriber
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<i>Signatory</i>	John Mullin Clark
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<i>Signatory</i>	Richard Robert Owens
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<i>Signatory</i>	John Gilbert Pringle
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**Date 2<sup>nd</sup> June, 2014**

**ARTICLES OF ASSOCIATION**  
**Of**  
**THE JERUSALEM AND THE**  
**MIDDLE EAST CHURCH ASSOCIATION**

1. ***Interpretation***

1.1 These Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

1.2 In the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Charity;

‘Articles’ means the Charity’s Articles of Association and ‘Article’ refers to a particular Article;

‘Cathedral’ means the Cathedral Church of Saint George the Martyr in Jerusalem;

‘Central Synod’ means the Central Synod of the Episcopal Church of Jerusalem and the Middle East;

‘Chairman’ means the chairman of the Trustee appointed as provided in Article 5.3(2);

‘Charity’ means the company governed by these Articles;

‘Charities Act’ means the Charities Act 2011;

‘charity trustee’ has the meaning prescribed by the Charities Act;

‘Church’ means the Episcopal Church of Jerusalem and the Middle East;

‘clear day’ does not include the day on which notice is given or the day of the meeting or other event;

‘Commission’ means the Charity Commission for England and Wales or any body which replaces it;

‘Companies Act means the Companies Act 2006;

‘Conflicted Trustee’ means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person 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 Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;

‘constitution’ means the Memorandum and the Articles and any special resolutions relating to them;

‘Council’ is the collective description for the Trustees including any additional non-voting members co-opted under clause 5.4;

‘Diocese(s)’ means the dioceses of the Episcopal Church of Jerusalem and the Middle East;

‘electronic means’ refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

‘financial expert’ means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000 or (as appropriate) reasonably believed to be competent to give such advice;

‘financial year’ means the Charity’s financial year;

‘firm’ includes a limited liability partnership;

‘indemnity insurance’ has the meaning prescribed by the Charities Act;

‘material benefit’ means a benefit, direct or indirect, which may not be financial but has a monetary value;

‘Member’ and ‘Membership’ refer to company Membership of the Charity (and the Members of the Charity are also *ex officio* its Trustees and vice versa);



‘Memorandum’ means the Charity’s Memorandum of Association;

‘month’ means calendar month;

‘ordinary resolution’ means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;

‘Objects’ means the Objects of the Charity as defined in Article 2;

‘resolution in writing’ means a written resolution of the Trustees;

‘Secretary’ means a company secretary;

‘special resolution’ means a resolution of which at least 14 days’ notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;

‘taxable trading’ means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;

‘Trust’ means the trust company, registered in England and Wales as ‘The Jerusalem and the East Mission Trust Limited’ under registration number 244633;

‘Trustee’ means a director of the Charity and ‘Trustees’ means the directors (the Trustees being themselves the only Members of the Charity);

‘written’ or ‘in writing’ refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

‘written resolution’ refers to an ordinary or a special resolution which is in writing;

‘year’ means calendar year.

1.3 Expressions not otherwise defined which are defined in the Companies Act or the Charities Act have the same meaning as given there.

1.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

## **2. Objects**

2.1 The Object of the Charity is to benefit the public by encouraging support in prayer, money and personal service for the religious and other charitable work of the

Episcopal Church of Jerusalem and the Middle East in communion with the See of Canterbury.

2.2 In pursuance of the Object the Charity may maintain the Cathedral Church and the Close of Saint George the Martyr in Jerusalem and its ancillary buildings and may promote theological study in the Middle East.

2.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.

### 3. *Powers*

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 3.1 to raise funds by public subscription, by application to grant-making bodies or in any other lawful manner;
- 3.2 to vest all real property, investments or other assets of the Charity in the Trust;
- 3.3 to provide advice or information;
- 3.4 to carry out research;
- 3.5 to co-operate with other bodies;
- 3.6 to support, administer or set up other charities;
- 3.7 to accept gifts and to raise funds (but not by means of taxable trading);
- 3.8 to borrow money;
- 3.9 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 3.10 to acquire or hire property of any kind;
- 3.11 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 3.12 to set aside funds for special purposes or as reserves against future expenditure;
- 3.13 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 3.14 to delegate the management of investments to a financial expert, but only on terms that:

- (1) the investment policy is set down in writing for the financial expert by the Trustees;
- (2) timely reports of all transactions are provided to the Trustees;
- (3) the performance of the investments is reviewed regularly with the Trustees;
- (4) the Trustees are entitled to cancel the delegation arrangement at any time;
- (5) the investment policy and the delegation arrangement are reviewed at least once a year;
- (6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- (7) the financial expert must not do anything outside the powers of the Charity;

3.15 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;

3.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

3.17 subject to Article 8.3, to arrange for the employment of paid or unpaid agents, staff or advisers through the Trust;

3.18 at the request of any Diocesan Bishop of the Church to direct the Trust to assist with the cost of employing any ex-patriate member of his staff, the Trustees having first satisfied themselves that the Charity's funds are sufficient to meet the projected expenditure;

3.19 to enter into contracts to provide services to or on behalf of other bodies;

3.20 to establish or acquire subsidiary companies;

3.21 to do anything else within the law which promotes or helps to promote the Objects.

#### 4. *Patron, Presidents and Vice-Presidents*

4.1 The Archbishop of Canterbury shall be the Patron of the Charity

4.2 The Diocesan Bishops of the Church shall each be Presidents of the Charity

4.3 All such Canons of the Cathedral as are in episcopal orders (not being Diocesan Bishops) shall be Vice-Patrons of the Charity



4.4 All Assistant Bishops of the Church, the Dean of the Cathedral and all past Chairmen of the Charity and its predecessor charity (registered under charity number 248799) shall be Vice-Presidents of the Charity

4.5 The Council may appoint up to ten additional Vice-Presidents upon such terms as the Trustees shall think fit

## 5. *Trustees*

5.1 The Trustees shall be the Members of the Charity and as charity trustees they shall have control of the Charity and its property and funds.

5.2 The subscribers to the Memorandum (being the first Members) are also the first Trustees.

5.3 The Trustees when complete consist of:

- (1) The Directors of the Trust *ex officio*
- (2) A Chairman who shall be appointed by the Patron after consultation with the President Bishop of the Church
- (3) Two representatives of each Diocese of the Church appointed by its diocesan bishop in such manner and for such term as each Diocese shall decide
- (4) Two persons appointed by the Board of the Executive Trustees of the Cathedral
- (5) One representative appointed by the Anglican Consultative Council
- (6) Three persons associated with the Charity and based in the British Isles
- (7) Six other persons invited by the Trustees

5.4 In addition, for the better performance of its work, the Trustees may co-opt to the Council upon such terms as they shall think fit from time to time up to twelve persons who shall have the right to attend and speak at meetings of the Council but shall not be entitled to vote.

5.5 A Trustee may not act as a Trustee unless he/she has signed a written declaration of willingness to act as a charity trustee of the Charity.

5.6 In relation to the initial appointments under sub-clauses (6) and (7) above, in order to avoid discontinuity within the management of the Charity over time:

- (1) One of the persons to hold office under sub-clause (6) and two of the persons to hold office under sub-Clause (7) shall do so for an initial term of one year



- (2) One of the persons to hold office under sub-clause (6) and two of the persons to hold office under sub-Clause (7) shall do so for an initial term of two years

but in each case they shall be eligible for reappointment for a further term or terms.

5.7 A Trustee's term of office as such automatically terminates if he/she:

- (1) ceases to hold any specific appointment by reference to which his or her appointment as Trustee was made (for example as a serving clergyperson or member of a representative body in one of the Dioceses, if that is made a criterion of appointment);
- (2) is disqualified under the Charities Act from acting as a charity trustee;
- (3) is incapable, whether mentally or physically, of managing his/her own affairs;
- (4) is absent without permission from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- (5) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
- (6) is removed by the persons or body entitled to appoint him or her.

5.8 In the event of a vacancy arising during any particular term of office (for whatever reason) the persons or body entitled to appoint in relation to that vacancy shall do so within 56 days of the vacancy arising but if they or it shall fail to do so then the remaining Trustees may at any time thereafter co-opt any individual who in their opinion is suitable to fill the vacancy in their number (subject to the maximum number permitted in Article 5.3).

5.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 6. *Trustees' proceedings*

6.1 The Council shall hold at least one meeting each year.

6.2 A quorum at a meeting of the Council is one quarter of the Trustees.

6.3 A general meeting may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.

6.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

6.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and may be dealt with using electronic means.

6.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.

6.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## **7. Trustees' powers**

7.1 The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- (1) To appoint (and remove) any person (who may be a Trustee) to act as General Secretary and as the secretary of the company in accordance with the Companies Act.
- (2) To appoint a Treasurer and other honorary officers from among the membership of the Council as they shall think fit.
- (3) To delegate any other of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Council.
- (4) To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- (5) To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- (6) To establish procedures to assist the resolution of disputes or differences within the Charity.

7.2 The Trustees shall establish a Standing Committee consisting of the Trustees appointed under clause 5.3(1) (namely, the Directors of the Trust) whose function shall be to administer the assets of the Charity and to manage its affairs between meetings of the Charity.

## **8. Benefits and Conflicts**

8.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

- (1) Members who are not Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and,



Subject to compliance with Article 8.4:

- (2) Members (being Trustees) and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
- (3) Members (being Trustees) and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
- (4) Members (being Trustees) and Connected Persons may receive charitable benefits on the same terms as any other members of the community intended to benefit by the work of the Charity.

8.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

- (1) as mentioned in Articles 8.1 or 8.3;
- (2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (3) the benefit of indemnity insurance as permitted by the Charities Act; an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- (4) in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).

8.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 8.2(4), but any Trustee or Connected Person may enter into a written contract with the Charity as permitted by the Charities Act, to supply services and associated goods in return for a payment or other material benefit but only if:

- (1) the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
- (2) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 8.4; and
- (3) no more than one of the Trustees is subject to such a contract in any financial year.

8.4 Subject to Clause 8.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

- (1) declare the nature and extent of his or her interest before discussion begins on the matter;
- (2) withdraw from the meeting for that item after providing any information requested by the Trustees;
- (3) not be counted in the quorum for that part of the meeting; and
- (4) be absent during the vote and have no vote on the matter.



8.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee 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 Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- (1) continue to participate in discussions leading to the making of a decision and/or to vote, or
- (2) disclose to a third party information confidential to the Charity, or take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or
- (3) refrain from taking any step required to remove the conflict.

8.6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

## 9. *Records and Accounts*

9.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- (1) annual returns;
- (2) annual reports; and
- (3) annual statements of account.

9.2 The Trustees must also keep records of:

- (1) all proceedings at meetings of the Trustees;
- (2) all resolutions in writing;
- (3) all reports of committees; and
- (4) all professional advice obtained.

9.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

9.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

## 10. *Membership*

10.1 The Charity must maintain a register of Members.

- 10.2 The subscribers to the Memorandum are the first Members.
- 10.3 Membership is open only to the Trustees and is terminated if the Member concerned ceases to be a Trustee.
- 10.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 10.5 Membership is not transferable.

## 11. *General Meetings*

- 11.1 Trustees in their capacity as Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Secretary before the commencement of the meeting).
- 11.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 11.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least one quarter of those eligible to attend and vote.
- 11.4 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 11.5 Every Member present in person or by proxy has one vote on each issue.
- 11.6 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 11.7 The Charity may (but need not) hold an AGM in any year.
- 11.8 Members being Trustees must annually:
- (1) receive the accounts of the Charity for the previous financial year;
  - (2) receive a written report on the Charity's activities;
  - (3) be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
  - (4) elect Trustees to fill the vacancies arising;
  - (5) appoint reporting accountants or auditors for the Charity;
- 11.9 Members may also from time to time discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

11.10 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members).

11.11 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

## 12. *Limited Liability*

The liability of Members is limited.

## 13. *Guarantee*

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

13.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;

13.2 payment of the costs, charges and expenses of winding up.

## 14. *Communications*

14.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- (1) by hand;
- (2) by post;
- (3) by suitable electronic means; or
- (4) through publication in any newsletter or website sponsored by the Charity for its general purposes.

14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

14.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (1) 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
- (2) two clear days after being sent by first class post to that address;
- (3) three clear days after being sent by second class or overseas post to that address;
- (4) immediately on being handed to the recipient personally; or, if earlier,
- (5) as soon as the recipient acknowledges actual receipt.



14.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 15. *Amendment*

15.1 Amendments requiring prior approval of the Commission and / or special resolution in accordance with the Companies Act may be made only with such approval and / or special resolution (as the case may be).

15.2 No amendment shall take effect unless it has been passed by the necessary majority at each of two successive meetings of the Council in each case after not less than one month's written notice of the relevant amendment has been given to each of the Trustees.

## *Dissolution*

16.1 If (following consultation with the Patron and Presidents) the Charity is dissolved the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- (1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects; or
- (2) in such other manner consistent with charitable status as the Commission approves in writing in advance.

16.2 A final report and statement of account must be sent to the Commission and to the Patron and Presidents.

16.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.