

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**  
**of**  
**Wycliffe Hall**

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## **The Companies Act 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Articles of Association of Wycliffe Hall**

##### **BACKGROUND**

- A. Wycliffe Hall and Ridley Hall were established as theological institutions or halls pursuant to an indenture dated 30<sup>th</sup> April 1877 (the 'Indenture') which governed both Halls to provide "supplementary theological instruction in conformity with the principles of and in close connexion with the Protestant Reformed Church of England to candidates for ordination and ... to afford an economical residence for such candidates for ordination as having graduated give good promise of becoming faithful and able Ministers of the Gospel." The Principles set out in Article 3 below were formulated in the context and language of the issues of the day.
- B. The Indenture was varied by Charity Commission Schemes dated 31<sup>st</sup> July 1997 (the 'Schemes').
- C. Wycliffe Hall and Ridley Hall, although both governed by the indenture, have been registered as separate charities with the Charity Commission for England and Wales. Each is governed by a Council, who are the charity trustees of the relevant unincorporated charity.
- D. The charitable company governed by these Articles of Association is established to act as one of two corporate successors to the unincorporated charities. It is intended to hold the properties relating to Wycliffe Hall which before the incorporation of the company have been vested in trustees for the time being appointed pursuant to the Indenture and to receive a transfer of the undertaking of the unincorporated charity and its assets, subject any liabilities, relating to the theological institution known as Wycliffe Hall in Oxford (registered charity number 309703).
- E. It is intended that a separate charitable company will be established to receive properties and other assets which relate to Ridley Hall in Cambridge and that the two Halls will in future exist as separate charities with separate constitutions, except insofar as these Articles of Association provide for ongoing links between the two Halls.

##### **INTERPRETATION**

###### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

##### **OBJECTS AND POWERS**

###### **2. Objects**

- 2.1 The objects of the Hall are to provide theological instruction consistent with the principles of the Church of England to candidates for ordination and, subject thereto,

to provide theological education (with a preference for individuals who are undertaking a course of study in theology or who have been ordained).

2.2 In carrying out its objects the Hall may provide accommodation for students.

### **3. Principles**

3.1 The Principles on which the Hall was founded are those expressed in the Thirty-nine Articles of the Church of England, with special stress laid upon the following particulars, viz:-

3.1.1 *The Atonement.* – That the 2<sup>nd</sup> and 31<sup>st</sup> Articles of the Church of England are to be accepted in their plain and literal sense.

3.1.2 *Justification.* – That the 11<sup>th</sup> Article of the Church of England be accepted in its plain and literal sense with special reference to the following extract from the Homily of the Salvation of Mankind therein alluded to ‘Faith doth not shut out repentance hope love dread and fear of God to be joined with faith in every man that is justified but it shutteth them out from the office of justifying.’

3.1.3 *The Sacraments.* – That Sacraments ordained of Christ have a wholesome effect or operation in such only as worthily receive the same.

(a) *Baptism.* – That the doctrine of the necessary communication of inward and spiritual grace to the subject of Baptism by the administration of that Sacrament is not to be inferred from the Articles and Formularies of the Church of England.

(b) *The Lord’s Supper.* – That in the Lord’s Supper the Bread and Wine are only the sign or sacrament of and do not in any sense whatever contain the Body and Blood of Christ which are taken and received by believing communicants alone and by them only after a spiritual manner.

3.1.4 *The Ministry.* – That the office of Ministers of Christ is as stated in the Form of Ordering of Priests, that is of Messengers Watchmen and Stewards of the Lord and that it does not authorise them to offer propitiatory sacrifices or to pronounce in any judicial sense as standing in the place of God but only in a declaratory or precatory sense the absolution and remission of sins.

3.1.5 *The Holy Scriptures.* – That the Holy Scriptures were written by inspiration of God and are to be taken as the sole standard of religious truth in the plain sense of the 6<sup>th</sup> Article of the Church of England.

### **4. Powers**

To further its objects the Hall may:

4.1 provide and assist in the provision of money, materials or other help;

4.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

- 4.3 publish and distribute books, pamphlets, reports, leaflets, journals, films and instructional matter on any medium;
- 4.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 4.5 provide or procure the provision of counselling and guidance;
- 4.6 act as the corporate successor to, and receive the assets (subject to any liabilities) of Wycliffe Hall (registered charity number 309703);
- 4.7 exercise any rights of patronage from time to time vested in the Hall;
- 4.8 enter into contracts to provide services to or on behalf of other bodies;
- 4.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 4.10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power, complying as appropriate with the Charities Act 2011);
- 4.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (complying as appropriate with the Charities Act 2011 if land is mortgaged);
- 4.12 set aside funds for special purposes or as reserves against future expenditure;
- 4.13 invest the Hall's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.14 arrange for investments or other property of the Hall to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 4.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 4.16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 4.17 accept (or disclaim) gifts of money and any other property;
- 4.18 raise funds by way of subscription, donation or otherwise;
- 4.19 trade in the course of carrying out the objects of the Hall and carry on any other trade which is not expected to give rise to taxable profits;
- 4.20 incorporate and acquire subsidiary companies to carry on any trade;

- 4.21 subject to Article 5 (limitation on private benefits):
  - 4.21.1 engage and pay employees, consultants and professional or other advisers; and
  - 4.21.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 4.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.23 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Hall's objects);
- 4.24 undertake and execute charitable trusts;
- 4.25 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Hall, including (without limitation) by creating permanent endowment;
- 4.26 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 4.27 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 4.28 pay out of the funds of the Hall the costs of forming and registering the Hall;
- 4.29 insure the property of the Hall against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Hall;
- 4.30 provide indemnity insurance for the Trustees or any other officer of the Hall in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Hall); and
- 4.31 do all such other lawful things as may further the Hall's objects.

#### **LIMITATION ON PRIVATE BENEFITS**

### **5. Limitation on private benefits**

- 5.1 The income and property of the Hall shall be applied solely towards the promotion of its objects.

*Permitted benefits to members, Trustees and Connected Persons*

5.2 No part of the income and property of the Hall may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Hall unless the payment is permitted by Articles 5.3, 5.4 or 5.5.

5.3 No Trustee may:

5.3.1 sell goods, services or any interest in land to the Hall;

5.3.2 be employed by, or receive any remuneration from, the Hall; or

5.3.3 receive any other financial benefit from the Hall;

unless the payment is permitted by Articles 5.4 or 5.5 or authorised by the court or the Charity Commission.

5.4 A Trustee may receive the following benefits from the Hall:

5.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Hall in his, her or its capacity as a beneficiary of the Hall;

5.4.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Hall for, or may pay out of the Hall's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Hall;

5.4.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by the Hall for any goods or services supplied to the Hall on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Hall) provided that this provision and Article 5.5.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);

5.4.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Hall;

5.4.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Hall;

5.4.6 the Hall may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4.30; and

5.4.7 a Trustee or other officer of the Hall may receive payment under an indemnity from the Hall in accordance with the indemnity provisions set out at Article 7;

provided that where benefits are conferred under Article 5.4, Article 21 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.



### ***Subsidiary Companies***

- 5.5 A Trustee may receive the following benefits from any Subsidiary Company:
- 5.5.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Hall or of any Subsidiary Company;
  - 5.5.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;
  - 5.5.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 5.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
  - 5.5.4 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
  - 5.5.5 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
  - 5.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
  - 5.5.7 a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 5.5.3, 5.5.4 or 5.5.5.

### **LIMITATION OF LIABILITY AND INDEMNITY**

#### **6. Liability of members**

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Hall in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

- 6.1 payment of the Hall's debts and liabilities contracted before he or she ceases to be a member;

- 6.2 payment of the costs, charges and expenses of winding up; and
- 6.3 adjustment of the rights of the contributories among themselves.

**7. Indemnity**

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Hall shall be indemnified out of the assets of the Hall in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Hall may be indemnified out of the assets of the Hall in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

**TRUSTEES' POWERS AND RESPONSIBILITIES**

**8. Trustees' general authority**

Subject to the Articles, the Trustees are responsible for the management of the Hall's business, for which purpose they may exercise all the powers of the Hall.

**9. Chair**

The Trustees may appoint a Chair of the Trustees from among their number, and may appoint any other officers, in each case for such term of office as they determine and may at any time remove a person so appointed from office.

**10. Trustees may delegate**

10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Hall (including the admission of resident students to the Hall) to any person or committee.

10.3 Any delegation by the Trustees may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

10.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

10.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

10.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Hall for such purposes and on such conditions as they determine.

## **11. Committees**

11.1 In the case of delegation to committees:

11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

11.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;

11.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees;

11.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

11.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Hall except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

## **12. Delegation of day to day management powers to the Principal or other managers**

12.1 In the case of delegation of the day to day management of the Hall to the Principal of the Hall or other manager or managers:

12.1.1 the delegated power shall be to manage the Hall by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

12.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

12.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Hall and provide them regularly with management accounts which are sufficient to explain the financial position of the Hall.

12.2 The Principal shall be a communicant member of the Church of England or of a church in communion therewith and shall from time to time be appointed by, and may at any time be dismissed by, the Trustees.

### **13. Delegation of investment management**

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

- 13.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 13.2 timely reports of all transactions are provided to the Trustees;
- 13.3 the performance of the investments is reviewed regularly with the Trustees;
- 13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 13.5 the investment policy and the delegation arrangements are reviewed regularly;
- 13.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance; and
- 13.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

### **14. Rules and bye-laws**

- 14.1 Subject to these Articles, the Trustees shall have power from time to time to make and revoke or alter any rules, bye-laws or regulations as to:
  - 14.1.1 the number, offices and duties of the tutors, lecturers and other officers of the Hall;
  - 14.1.2 the amount and mode of payment of the salaries or other remuneration of the Principal and the tutors, lecturers and officers;
  - 14.1.3 the number of and the fees to be paid by the students of the Hall and by other persons attending classes and lectures; and
  - 14.1.4 generally for the government and management of the Hall so as such bye-laws and regulations be not contrary to or inconsistent with the Companies Acts or these Articles.

### ***DECISION-MAKING BY TRUSTEES***

### **15. Trustees to take decisions collectively**

Subject to Article 16, any decision of the Trustees must be either:

- 15.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 21); or
- 15.2 a decision taken in accordance with Article 20.

## **16. Reserved decisions**

16.1 The following decisions may only be made if the Trustees for the time being nominated by Ridley Hall, having consulted with Ridley Hall, agree to the decision, or if there are no Trustees for the time being nominated by Ridley Hall, if all of the Trustees (except for any Trustee who is prevented from taking part in the decision by virtue of Article 21) unanimously agree to the decision:

16.1.1 a decision to relocate the Hall's main campus outside the Oxford city limits;

16.1.2 a decision to sell or transfer (whether for consideration or not) the whole or a substantial part of the Hall's undertaking to any third party; and

16.1.3 a decision to dissolve or wind up the Hall in accordance with Article 40.

## **17. Calling a Trustees' meeting**

17.1 The Chair may (and must at the request of the nearest whole number greater than one-third of the Trustees) call a Trustees' meeting. If the Chair fails to call a Trustees' meeting when requested in accordance with this Article, then the nearest whole number greater than one-third of the Trustees may call a meeting.

17.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:

17.2.1 all the Trustees agree; or

17.2.2 the Chair (in his or her discretion), or the Trustees calling the meeting (if it is a meeting called by the Trustees in accordance with Article 17.1), decide that urgent circumstances require shorter notice.

17.3 Notice of Trustees' meetings must be given to each Trustee.

17.4 Every notice calling a Trustees' meeting must specify:

17.4.1 the place, day and time of the meeting;

17.4.2 the general nature of the business to be considered at such meeting; and

17.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

17.5 Notice of Trustees' meetings need not be in Writing.

17.6 Article 32 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

## **18. Participation in Trustees' meetings**

18.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

18.1.1 the meeting has been called and takes place in accordance with the Articles;  
and

18.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

18.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

18.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **19. Quorum for Trustees' meetings**

19.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

19.2 The quorum for Trustees' meetings shall be the nearest whole number greater than one-half of the total number of Trustees for the time being, or such higher number as the Trustees may from time to time determine for any particular business, provided that for the purposes set out in Article 19.3 the quorum shall be the nearest whole number greater than two-thirds of the total number of Trustees for the time being (the 'higher quorum').

19.3 The purposes for which the higher quorum shall apply are:

19.3.1 appointing a new Trustee;

19.3.2 removing a Trustee pursuant to Article 27.7;

19.3.3 appointing a Principal or Chair of Trustees;

19.3.4 transacting any business which the Trustees may from time to time declare to be extraordinary.

19.4 If the total number of Trustees for the time being is less than 12, the remaining Trustees may appoint further Trustees but they must not take any other decision.

## **20. Casting vote**

20.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

20.2 Article 20.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **21. Decisions without a meeting**

21.1 The Trustees may, in the circumstances outlined in this Article, make a majority decision without holding a Trustees' meeting.

21.2 If:

21.2.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;

21.2.2 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision;

21.2.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

21.2.4 a majority of the Trustees vote in favour of a particular decision on that matter;

a decision of the Trustees may be taken by majority and shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held.

21.3 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Article:

21.3.1 may be in different places, and may participate at different times; and

21.3.2 may communicate with each other by any means.

21.4 No decision shall be taken by the Trustees in accordance with this Article unless a quorum participates in the decision-making process. The quorum for Trustees' decision-making in accordance with this Article shall be the same as the quorum for Trustees' meetings as set out in Article 19.

21.5 The Chair, or such other Trustee as shall be appointed by the Trustees, shall be the chair of the process of decision-making in accordance with this Article.

21.6 In the case of an equality of votes in any decision-making process in accordance with this Article 21, the chair shall be entitled to a casting vote in addition to any other vote he or she may have. But this does not apply if, in accordance with the Articles, the chair or specified Trustee is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.

## **22. Conflicts of interest**

### ***Declaration of interests***

22.1 Unless Article 22.2 applies, a Trustee must declare the nature and extent of:

22.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Hall; and

22.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Hall or his or her duties to the Hall.

22.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

***Participation in decision-making***

22.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Hall, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

22.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Hall, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

22.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

- (a) any benefit received in his, her or its capacity as a beneficiary of the Hall (as permitted under Article 5.4.1) and which is available generally to the beneficiaries of the Hall;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 4.30;
- (c) payment under the indemnity set out at Article 7; and
- (d) reimbursement of expenses in accordance with Article 5.4.2; or

22.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 22.5.

22.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 22.5, he or she must:

22.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

22.5.2 not be counted in the quorum for that part of the process ; and

22.5.3 withdraw during the vote and have no vote on the matter.



### ***Continuing duties to the Hall***

22.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

22.6.1 the Trustee shall not be in breach of his or her duties to the Hall by withholding confidential information from the Hall if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

22.6.2 the Trustee shall not be accountable to the Hall for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

### **23. Validity of Trustee actions**

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

### **24. Trustees' discretion to make further rules**

Subject to the Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

## ***APPOINTMENT OF TRUSTEES***

### **25. Number of Trustees**

There shall be at least 12 Trustees and no more than 15. At least one-third (or the nearest whole number greater than one-third) of the Trustees shall be clergy and at least one-third (or the nearest whole number greater than one-third) shall be lay communicant members of the Church of England or of a church in communion therewith.

### **26. Appointment of Trustees**

26.1 Those persons notified to the Registrar of Companies as the first directors of the Hall shall be the first Trustees. They shall include two Trustees who are deemed to have been appointed pursuant to Article 26.3.

26.2 Subject to Article 26.3 and 26.4, any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee by a decision of the Trustees.

26.3 Ridley Hall may nominate up to two of its own trustees to be Trustees of the Hall. Upon approval by the other Trustees of the Hall, they shall become Trustees of the Hall. Ridley Hall may at any time remove a person so appointed and nominate a replacement. Apart from the matters reserved under Articles 16 and 39, the Trustees

appointed pursuant to this Article 26.3 shall have the same powers, and shall operate in every respect in the same way, as the other Trustees.

- 26.4 No person may act as a Trustee unless and until he or she shall have signed a declaration of his or her willingness to act which includes the statement “I cordially approve of the Objects for and the Principles upon which Wycliffe Hall has been established as defined in the Articles of Association and will as a Trustee of the Hall do my utmost, God helping me, to maintain the same.”

***General***

- 26.5 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

**27. Disqualification and removal of Trustees**

A Trustee shall cease to hold office if:

- 27.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 27.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- 27.3 he or she fails to sign the declaration required by Article 26.4 within three months of the date that he or she is appointed as a Trustee;
- 27.4 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 27.5 notification is received by the Hall from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least 12 Trustees will remain in office when such resignation has taken effect);
- 27.6 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;
- 27.7 at a meeting of the Trustees at which at two thirds of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days’ notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or
- 27.8 he or she ceases to be a member of the Hall.

## **MEMBERS**

### **28. Trustees as members**

- 28.1 The Trustees from time to time shall be the only members of the Hall. Members have certain rights and responsibilities under company law; in particular, it is the Members who are able to pass a resolution to change these Articles.
- 28.2 A Trustee shall become a member on becoming a Trustee. All new Trustees are treated as having agreed to become members of the Hall.
- 28.3 The names of the members of the Hall must be entered in the register of members.

### **29. Termination of membership**

- 29.1 A member shall cease to be a member if he or she ceases to be a Trustee.
- 29.2 Membership is not transferable and shall cease on death.

### **30. Members' Meetings**

- 30.1 The Trustees may call a general meeting of the members at any time.
- 30.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

## ***WRITTEN RESOLUTIONS***

### **31. Written resolutions**

- 31.1 Subject to this Article 31 a written resolution agreed by:
- 31.1.1 members representing a simple majority; or
- 31.1.2 (in the case of a special resolution) members representing not less than 75%;
- of the total voting rights of eligible members shall be effective.
- 31.2 On a written resolution each member shall have one vote.
- 31.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 31.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

### ***Circulation***

- 31.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.

- 31.6 In relation to a resolution proposed as a written resolution of the Hall the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 31.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 31.8 Communications in relation to written resolutions must be sent to the Hall's auditors in accordance with the Companies Acts.

***Signifying agreement***

- 31.9 A member signifies his or her agreement to a proposed written resolution when the Hall receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 31.9.1 identifying the resolution to which it relates; and
- 31.9.2 indicating the member's agreement to the resolution.
- 31.10 If the Hall gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

**ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

**32. Communications by the Hall**

***Methods of communication***

- 32.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Hall under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Hall, including without limitation:
- 32.1.1 in Hard Copy Form;
- 32.1.2 in Electronic Form; or
- 32.1.3 by making it available on a website.
- 32.2 Where a Document or information which is required or authorised to be sent or supplied by the Hall under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

32.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

***Deemed delivery***

32.4 A member present in person or by proxy at a meeting of the Hall shall be deemed to have received notice of the meeting and the purposes for which it was called.

32.5 Where any Document or information is sent or supplied by the Hall to the members:

32.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

32.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

32.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

32.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Hall that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

32.7 Where any Document or information has been sent or supplied by the Hall by Electronic Means and the Hall receives notice that the message is undeliverable:

32.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Hall, the Hall is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Hall's register of members, but may in its discretion choose to do so;

32.7.2 in all other cases, the Hall shall send a Hard Copy of the Document or information to the member's postal address as shown in the Hall's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

32.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

### ***Exceptions***

- 32.8 Copies of the Hall's annual accounts and reports need not be sent to a person for whom the Hall does not have a current Address.

### **33. Communications to the Hall**

The provisions of the Companies Acts shall apply to communications to the Hall.

### **34. Company Secretary**

A Company Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Company Secretary:

- 34.1 anything authorised or required to be given or sent to, or served on, the Hall by being sent to its Company Secretary may be given or sent to, or served on, the Hall itself, and if addressed to the Company Secretary shall be treated as addressed to the Hall; and
- 34.2 anything else required or authorised to be done by or to the Company Secretary of the Hall may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

### **35. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

### **36. Minutes**

The Trustees must cause minutes to be made:

- 36.1 of all appointments of officers made by the Trustees;
- 36.2 of all resolutions of the Hall and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 36.3 of all proceedings at meetings of the Hall and of the Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Hall, be sufficient evidence of the proceedings.

### **37. Records and accounts**

The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 37.1 annual reports;
- 37.2 annual returns; and
- 37.3 annual statements of account.

### **38. Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

### **39. Changes to the articles**

No change may be made to Articles 2, 3, 16, 26.3, 26.4, 40 or this Article 39 unless the Trustees nominated by Ridley Hall for the time being in office, acting in their capacity as members of the Hall and having consulted with Ridley Hall, agree to the special resolution to amend these Articles.

## **WINDING UP**

### **40. Winding up**

- 40.1 At any time before, and in expectation of, the winding up or dissolution of the Hall, the Trustees may resolve that any net assets of the Hall after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Hall be applied or transferred in any of the following ways:
  - 40.1.1 directly for the objects of the Hall; or
  - 40.1.2 to any institution or institutions which is or are regarded as charitable under the law of England and Wales:
    - (a) for purposes similar to the objects of the Hall; or
    - (b) for use for particular purposes that fall within the objects of the Hall.
- 40.2 In no circumstances shall the net assets of the Hall be paid to or distributed among the members of the Hall under this Article 40.
- 40.3 If no resolution is passed in accordance with Article 40.1 the net assets of the Hall shall be applied for such purposes regarded as charitable under the law of England and Wales as are directed by the Charity Commission.

**SCHEDULE**  
**INTERPRETATION**

**Defined terms**

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

<b>Term</b>	<b>Meaning</b>
<b>“Address”</b>	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
<b>“Articles”</b>	the Hall’s articles of association;
<b>“Chair”</b>	Has the meaning given in Article 9;
<b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
<b>“Clear Days”</b>	in relation to the period of a notice, that 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;
<b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Hall;
<b>“Connected ”</b>	in relation to a Trustee means any person falling within any of the following categories:  (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or  (b) the spouse or civil partner of any person in (a); or  (c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or  (d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;



<b>“Document”</b>	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
<b>“Electronic Form” and “Electronic Means”</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
<b>“Financial Expert”</b>	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>“Hall”</b>	Wycliffe Hall;
<b>“Hard Copy” and “Hard Copy Form”</b>	have the meanings respectively given to them in the Companies Act 2006;
<b>“Public Holiday”</b>	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
<b>“Company Secretary”</b>	The secretary of the Hall (if any);
<b>“Subsidiary Company”</b>	any company in which the Hall holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
<b>“Trustee”</b>	a director of the Hall, and includes any person occupying the position of director, by whatever name called; and
<b>“Writing”</b>	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2. Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Hall.