

Companies Act 2006
Company Limited by Guarantee

CONTEMPLATIVE FIRE

Company number 05141218

NEW ARTICLES OF ASSOCIATION

Adopted by Special Resolution 12 November 2018

**NEW ARTICLES OF ASSOCIATION OF
CONTEMPLATIVE FIRE**

1. Objects

The Objects of the Charity are:

- (a) to advance the Christian religion; and
- (b) to advance the education of the public on matters concerning the preservation, conservation and protection of the environment and the prudent use of natural resources.

2. Powers

In substitution for Clause 4 of the original Memorandum, the Charity shall have the following powers, which may be exercised only in promoting the Objects:

- 2.1 to enable and encourage people in an encounter with the Divine Presence, by walking in the way of Christ, supported by our Rhythm of Life;
- 2.2 to advocate and promote the personal and collective practice of contemplative prayer, rooted in the Christian tradition, by teaching, training and publishing and contemplative living;
- 2.3 to accept gifts and to raise funds (but not by means of taxable trading);
- 2.4 to borrow money;
- 2.5 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.6 to acquire or hire property of any kind;
- 2.7 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);

- 2.8 to set aside funds for special purposes or as reserves against future expenditure;
- 2.9 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);
- 2.10 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.11 subject to Article 6, to employ paid or unpaid agents, staff or advisers;
- 2.12 to establish or acquire subsidiary or sister entities;
- 2.13 to do anything else within the law which promotes or helps to promote the Objects.

3. **The Trustees**

- 3.1 The Trustees as charity trustees have control of the Charity, its property and funds and shall manage the affairs of the Charity in good faith to advance the Objects, exercising such skill and care as is reasonable in all the circumstances.
- 3.2 The subscribers to the Memorandum (being the first Members) were the first Trustees. Subsequent Trustees are elected by the Members or co-opted by the Trustees.
- 3.3 The Trustees shall consist of at least 3 and not more than 12 persons who are over the age of 18, all of whom must support the Objects.
- 3.4 A Trustee may not act as a Trustee unless he/she
 - (1) is a Member; and
 - (2) has signed a written declaration of willingness to act as a charity trustee of the Charity and has been supplied with a copy of these Articles and a copy of the latest Trustees' report and annual accounts.

- 3.5 One third (or the number nearest one third) of the Trustees must retire at each AGM each year, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 3.6 A retiring Trustee who is eligible under Article 3.3 may be reappointed.
- 3.7 A Trustee's term of office automatically terminates if he/she:
- (1) 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 3 consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign; or
 - (5) resigns by written notice to the Chair of Trustees (but only if at least two Trustees will remain in office); or
 - (6) is removed by the Members at a general meeting under the Companies Act.
- 3.8 The Trustees may at any time co-opt any individual who is eligible under Article 3.3 as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by Article 3.3) as an additional Trustee, but a co-opted Trustee holds office only until the next AGM when their appointment may be confirmed.
- 3.9 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.

4. **Trustees' proceedings**

- 4.1 The Trustees must hold at least 2 meetings each year.
- 4.2 A quorum at a meeting of the Trustees is 2 Trustees or one third of the Trustees (if greater).
- 4.3 A meeting of the Trustees 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.

- 4.4 The Chair or (if the Chair is unable or unwilling to do so) another Trustee chosen by the Trustees present presides at each meeting.
- 4.5 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.
- 4.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Trustees' powers

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

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 5.2 To appoint a Chair, a Treasurer and other honorary officers from among their number.
- 5.3 To delegate any 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 Trustees.
- 5.4 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.

- 5.5 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity.
- 5.6 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.7 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to the Members.

6. Benefits and Conflicts

The provisions of Clause 5 of the Memorandum (reproduced in the Appendix) shall continue to have effect without amendment.

7. Records and Accounts

7.1 The Trustees must comply with the requirements of the Companies Act and 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 and confirmation statements;
- (2) annual reports; and
- (3) annual statements of account.

7.2 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.

7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by Members who are not Trustees if the Trustees so decide.

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

8. **Membership**

8.1 The Charity must maintain a register of Members.

8.2 The subscribers to the Memorandum were the first Members.

8.3 Membership is open to any person interested in furthering the Objects and approved by the Trustees. Members are also known as 'Companions'.

8.4 Applications for membership shall be made in any reasonable way that the Trustees decide. Trustees shall notify the applicant of their decision within 21 days. An application may be refused if the Trustees believe it is in the best interests of the Charity to do so.

8.5 Membership is not transferable.

8.6 The Trustees may establish different classes of Members and recognise one or more classes of associate members or supporters who are not Members (but who may nevertheless be termed 'members') provided that their respective rights and obligations have been set out in writing and approved at a duly constituted meeting of Trustees.

8.7 Members must exercise their powers as members of the Charity in the way that they decide in good faith would be most likely to further the best interests of the Charity.

8.8 Membership of the Charity comes to an end if:

- (i) the Member dies
- (ii) the Member sends a notice of resignation to the Trustees; or
- (iii) any sum of money owed by the Member to the Charity is not paid in full within 3 months of its falling due or

- (iv) the Trustees decide that it is in the best interests of the Charity that the Member in question should be removed from membership and they pass a resolution to that effect.

8.9 Before the Trustees take any decision to remove someone from membership of the Charity they must:

- (i) inform the Member of the reasons why it is proposed to remove him or her from membership
- (ii) give the Member at least 14 days' notice in which to make representations to the charity trustees as to why he or she should not be removed from membership
- (iii) at a duly constituted meeting of the Trustees, consider whether or not the Member should be removed from membership
- (iv) consider at that meeting any representations which the Member makes as to why the Member should not be removed and
- (v) allow the Member or the Member's representative, to make those representations in person at that meeting, if the Member so chooses.

8.10 The Charity may require Members to pay reasonable membership fees to the Charity.

9. **General Meetings**

9.1 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 Charity before the commencement of the meeting).

9.2 General meetings must be 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. Notice shall be given to all the Members, Trustees and the Charity's auditors. The proceedings shall not be invalidated because a person who was entitled to receive notice did not receive it because of a genuine accidental omission by the Charity.

- 9.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least 5 Members or 10% of the membership, whichever is greater. If a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to such time and place as the Chair shall determine.
- 9.4 The Chair or Vice Chair of Trustees shall preside as chair at a general meeting unless they are not present within 30 minutes of the start time, in which case the Members present may proceed to elect a chair for the meeting.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue shall be decided by ordinary resolution.
- 9.6 Every Member present in person or by proxy has one vote on each issue.
- 9.7 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.
- 9.8 The Charity must hold an AGM in every year.
- 9.9 Members must annually at the AGM:
- (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) re-appoint reporting accountants or auditors for the Charity;
- 9.10 Members may also from time to time
- (1) confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity; and

(2) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

9.11 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, OR following a written request by at least 5% of the Membership.

9.12 A general meeting called at the request of the Members must be held within 28 days of the date on which it is called. If the Trustees fail to comply with the request to call a general meeting, then the Members who requested the meeting may themselves call the meeting at the expense of the Charity, except that the Charity shall be entitled to be reimbursed by the Trustees who failed to call the meeting.

9.13 If requested by 5% of the membership by notice in writing received at least 10 days before the meeting, an item of business shall be added to the agenda for any General Meeting and a draft resolution together with an accompanying statement of up to 1,000 words may be supplied. Unless they consider it genuinely defamatory, frivolous or vexatious, the Trustees shall arrange to circulate the same at the Charity's expense in advance of the meeting, together with a statement in reply.

9.14 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 through a Written Resolution.

10. **Limited Liability**

The liability of Members is limited.

11. **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:

- 11.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 11.2 payment of the costs, charges and expenses of winding up; and
- 11.3 the adjustment of rights of contributors among themselves.

12. **Communications**

12.1 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

through publication in the Charity's newsletter or on the Charity's website.

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

12.3 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 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.

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

13. **Dissolution**

The provisions of Clause 8 of the Memorandum (reproduced in the Appendix) shall continue to have effect without amendment.

14. **Interpretation**

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

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

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

‘Chair’ means the chair of the Trustees;

‘the Charity’ means the company governed by the Articles;

‘the Charities Act’ means the Charities Act 2011;

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

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

‘the Commission’ means the Charity Commission or any body which replaces it;

‘the 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;

'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;

'financial year' means the Charity's financial year commencing on 1 June annually, unless altered;

'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 (also known as 'Companions');

'Memorandum' means the Charity's original Memorandum of Association dated 13 May 2004 as set out in the Appendix;

'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. Where applicable, 'Members' in this definition means a class of Members;

'the Objects' means the Objects of the Charity as defined in Article 1;

'Resolution in writing' means a written resolution of the Trustees;

‘Secretary’ means the Charity’s 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. Where applicable, ‘Members’ in this definition means a class of Members;

‘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;

‘Trustee’ means a director of the Charity and ‘Trustees’ means the directors;

‘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.

14.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

14.4 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.

APPENDIX

Original Memorandum

