



**MEMORANDUM OF ASSOCIATION  
ARTICLES OF ASSOCIATION**

**Incorporated 7 February 2005  
Charity Registration 9 August 2005**

**RULES  
agreed by the Enabling Group (The Company) September  
2007**

Company Limited by Guarantee Company Registered No. 5354231  
Charity Registered No. 1110782

Registered Office:  
27 Tavistock Square  
London WC1H 9HH

**THE COMPANIES ACTS 1985 and 1989  
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

# MEMORANDUM OF ASSOCIATION OF CHURCHES TOGETHER IN ENGLAND

1. The Company's name is Churches Together in England (and in this document is called "the Charity").
2. The Charity's registered office is to be situated in England and Wales.
3. The Charity's objects ("the Objects") are the advancement of the Christian Religion in accordance with the statement of faith given below, the relief of poverty and the advancement of education and any other purposes which are charitable according to the law of England and Wales

The Charity shall seek (within its general objectives) to be a visible sign of the churches' commitment to one another, in obedience to our Lord's Prayer "that all of them may be one, Father just as you are in me and I am in you: may they also be in us so that the world may believe that you have sent me". (John 17:21) (New International Version.)

4. In furtherance of the Objects but not otherwise the Charity may exercise the following powers:
  - (1) To affirm, support and service local ecumenism whether it be formal or informal, structured or unstructured.
  - (2) To promote the theological reflection necessary to support the ecumenical movement and to enable continuing discussion of Faith and Order issues, especially of the nature and purpose and unity of the Church in the light of its mission.
  - (3) To encourage shared worship and prayer, learning, service and evangelism, with each church sharing with others the treasures of its tradition.
  - (4) To enable the churches to develop growing and changing relationships, as pilgrims together, in the living and sharing of the gospel, and to facilitate further steps towards fuller unity in England, including consideration of theological and practical questions, especially those arising from local ecumenical projects.
  - (5) To enable the churches, as they grow together in unity, to seek a common mind and to share decision-making in common.
  - (6) To enable the churches to respond to the needs of society at all levels, to explore church and society issues within the English context and, when appropriate, to make approaches to secular authorities independently or with other.
  - (7) To promote, co-ordinate, support and service intermediate bodies in England, assisting them in their care for local ecumenical activity and representing their concerns at the national level.
  - (8) To seek to ensure that the departments, divisions and boards of the churches at national and intermediate levels work together as closely as possible.
  - (9) To promote the appointment and support of full-time or part-time ecumenical officers or their equivalents at the intermediate level throughout England.

- (10) To encourage the review of ecclesiastical boundaries in England so that they may be aligned as closely as possible with each other and with the civil boundaries in order to promote the shared mission of the churches.
  - (11) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Charity;
  - (12) to raise funds and to invite and receive contributions: provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
  - (13) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
  - (14) subject to Clause 5 below to employ such staff, who shall not be directors of the Charity (hereinafter referred to as "the Trustees"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
  - (15) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;
  - (16) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
  - (17) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
  - (18) to do all such other lawful things as are necessary for the achievement of the Objects;
5. The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: provided that nothing in this document shall prevent any payment in good faith by the Charity:
- (1) of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf: provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
  - (2) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a Trustee;
  - (3) of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Trustees;

- (4) of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company;
  - (5) of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee;
  - (6) to any Trustee of reasonable out-of-pocket expenses.
  - (7) of any payment in respect of the proper provision of any trustees liability indemnity insurance policy.
6. The liability of the members is limited.
  7. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
  8. If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

**We, the persons whose names and addresses are written below, wish to be formed into a company under this memorandum of association.**

Signatures, Names and Addresses of Subscribers

Reverend Peter Whittaker  
 19 Wentworth Court .....  
 Rastrick  
 Brighouse  
 HD6 3XD

Mrs. Pauline Mary Johnson  
 Treanor .....  
 The Vicarage  
 Churchfield Street  
 Batley  
 West Yorkshire  
 WF17 5DL

**Dated:**

**Witness to the above Signatures:**

**Name:**

**Address:**

**Occupation:**