

**Company No: 8288370**

**Charity No: 1149991**

**THE COMPANIES ACT 2006  
COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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**ARTICLES OF ASSOCIATION  
OF  
THE CONGREGATION AT GERMAN CHRIST CHURCH LONDON**

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**Companies Act 2006**  
**Company limited by guarantee**  
**and not having a share capital**  
**Articles of Association**

of

**The Congregation at German Christ Church London**

**1. Introduction**

The charitable company formed under these Articles of Association is the successor to the unincorporated association which comprised of the members of the Congregation of German Christ Church, governed by Rules dated 19 May 1996 (the '**Predecessor Charity**').

**2. Name**

The name of the company is The Congregation at German Christ Church London (the '**Congregation**')

**3. Registered office**

The registered office of the Congregation will be in England and Wales.

**4. Object**

4.1 The **Object** of the Congregation is the advancement of the Christian faith in accordance with the rites, services and doctrines of the German Protestant Church, through the provision of services and pastoral care in German for German speaking Protestant Christians, and through preaching, administration of Sacraments and religious instruction based on the Gospel of Jesus Christ as testified in the Holy Scripture of the Old and New Testament, in the ecumenical creeds of the Ancient Church and in the confessional documents of the Reformation and the 'Theological Declaration of the Confessing Synod of the German Evangelical Church of Barmen' (1934).

4.2 This **Article 4** may only be amended with the prior **written** consent of the trustees of the German Christ Church Trust; the prior written consent of **the Commission**; and with the agreement of all of the members.

5. **Membership of the Synod**

The Congregation shall be a member of the **Synod**.

6. **Powers**

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

- 6.1 to co-operate with other churches, in particular congregations which are members of the **PAB** and churches which are signatories to the Leuenberg Agreement;
- 6.2 to maintain membership of the Synod and to make arrangements for representation of the Congregation at Synod meetings;
- 6.3 to provide advice or information;
- 6.4 to carry out research;
- 6.5 to consult, advise, co-operate with or assist others;
- 6.6 to support, administer or establish other charities or other organisations;
- 6.7 to accept gifts and raise funds (but not by means of **Taxable Trading**);
- 6.8 to borrow money;
- 6.9 to give security for loans or other obligations (but only in accordance with the restrictions imposed by **the Charities Act**);
- 6.10 to acquire, hire or charge property and/or any interest in, or relating to, land of such kind and on such terms and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Committee Members shall determine;
- 6.11 to let, license or dispose of any interest in property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 6.12 to set aside funds for special purposes or as reserves against future expenditure;
- 6.13 to deposit or invest its funds in any manner as may be thought fit (including, but not limited to, the establishment of trading or other subsidiaries of any kind), but only after obtaining such advice from a **Financial Expert** as the Committee Members consider necessary and having regard to the suitability of investments and the need for diversification;

- 6.14 to delegate the management of investments to a Financial Expert, but only on terms that:
- (a) the investment policy is set down **in writing** for the Financial Expert by the Committee Members;
  - (b) the performance of the investments is reviewed regularly with the Committee Members;
  - (c) the Committee Members are entitled to cancel the delegation arrangement at any time;
  - (d) the investment policy and the delegation arrangement are regularly reviewed by the Committee Members;
  - (e) all payments due to the Financial Expert are on a scale or at a level that is agreed in advance and are notified promptly to the Committee Members on receipt; and
  - (f) the Financial Expert must not do anything outside the powers of the Congregation;
- 6.15 to arrange for investments or other property of the Congregation to be held in the name of a **nominee company** acting under the direction of the Committee Members or of a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- 6.16 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;
- 6.17 to insure the property of the Congregation (including, for the avoidance of doubt, any property not owned by the Congregation but under its control) against any foreseeable risk and to take out other insurance policies to protect the Congregation when required;
- 6.18 subject to Article 11.3, to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to Article 11, to remunerate any person, **firm** or company rendering services to the Congregation and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Congregation and their dependants;
- 6.19 to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever;
- 6.20 to provide goods, services or other assistance or support by way of grants, scholarships, donations, loans or otherwise (whether or not for valuable consideration) and to make rules as to their value, methods of ascertainment and selection;

- 6.21 to act as trustee of **charitable** trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee;
- 6.22 to enter into any funding or other arrangement with any government or any other authority;
- 6.23 to guarantee the performance of the contracts or obligations of any person or organisation and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Congregation or in connection with any agreement or arrangement whatsoever, whether or not the Congregation is a party to the same;
- 6.24 subject to the provisions of **the Companies Act**, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Committee Member or other officer of the Congregation (other than any person engaged by the Congregation as auditor) to the extent permitted by the Companies Act and to pay for **indemnity insurance** for the Committee Members;
- 6.25 to establish or acquire subsidiary companies (whether or not wholly owned by the Congregation);
- 6.26 to amalgamate with any other bodies that are charitable and have objects similar to the Objects and that restrict the payment of any dividend or profit to, and the distribution of assets amongst, their members at least to the same extent as such payments are restricted under these Articles;
- 6.27 to pay out of the funds of the Congregation the costs of and incidental to the formation and registration of the Congregation; and
- 6.28 to do anything else within the law which promotes or helps to promote the Objects.

## 7. **The Committee Members**

- 7.1 The council members of the Predecessor Charity are the first Committee Members and shall continue in office until they retire or their term otherwise terminates in accordance with Article 7.6 or 7.7. Where any such Committee Member held an officer position in the Predecessor Charity he or she shall hold the corresponding **Officer** role in the Charity.
- 7.2 The **Pastor** shall be a Committee Member ex officio and shall decide if he/she shall serve as either **Chairman** or **Deputy Chairman** during his/her term of office. Additional Committee Members shall be elected by the Members, or co-opted by the Committee Members in accordance with Article 7.10.

- 7.3 The Committee Members shall consist of at least six and no more than eleven persons who being individuals are over the age of 18, all of whom must be Members, support the Objects, and have signed a written declaration of willingness to act as a Committee Member.
- 7.4 Subject to Article 7.1, the Members shall elect the following **Officers** who shall be Committee Members ex officio for the following terms:
- (a) Chairman (if the Pastor is not serving as Chairman) for a term of three years;
  - (b) Deputy Chairman (if the Pastor is not serving as Deputy Chairman) for a term of three years; and
  - (c) Treasurer for a term of one year.
- 7.5 Subject to Article 7.1, the Committee Members shall elect the following Officers from their number for such term as they may decide:
- (a) Representative to the Synod;
  - (b) Deputy Representative to the Synod;
  - (c) Secretary; and
  - (d) Deputy Treasurer.
- 7.6 With the exception of the Pastor and the Officers elected by the Members referred to in Article 7.4, one-third (or the number nearest one-third) of the Committee Members shall retire at every **AGM**; those longest in office retiring first and the choice between any of equal service being made by drawing lots. A retiring Committee Member who is eligible under Article 7.3 may be re-elected.
- 7.7 A Committee Member's term of office as such automatically terminates if he/she:
- (a) ceases to be a Member;
  - (b) is disqualified under the Charities Act from acting as a charity trustee;
  - (c) is incapable, whether mentally or physically, of managing his/her own affairs;
  - (d) is absent without giving notice in advance to the Chairman from six meetings of the Committee Members within a term of office;
  - (e) resigns by written notice to the Committee Members (but only if at least six Committee Members will remain in office); or

(f) is removed by the Members pursuant to the provisions of the Companies Act.

7.8 Members shall elect Committee Members at a **Members' meeting**.

7.9 A person may not be elected a Committee Member at a Members' meeting unless he or she is nominated in advance by a Member who is entitled to vote at that meeting. The nomination must:

(a) be in writing;

(b) name the proposed candidate;

(c) be signed by the candidate and the nominating Member; and

(d) be delivered to the Chairman fourteen clear days prior to the Members' meeting.

7.10 The Committee Members may at any time co-opt any individual who is eligible under Article 7.3 as a Committee Member to fill a vacancy in their number (subject to the maximum number permitted by Article 7.3), but a co-opted Committee Member holds office only until the next AGM.

## 8. **Committee Members' proceedings**

8.1 The minimum number of meetings of the Committee Members to be held each year may be fixed by the Committee Members from time to time.

8.2 The Chairman must call a meeting of the Committee Members if requested to do so by at least three Committee Members.

8.3 A quorum at a meeting of the Committee Members shall be a number nearest to one third of the Committee Members.

8.4 A Committee Member may attend a meeting of the Committee Members either in person or, where authorised by the Committee, by suitable **Electronic Means**.

8.5 The Chairman or (if the Chairman is unable or unwilling to do so) the Deputy Chairman shall chair meetings of the Committee Members. If the Chairman or Deputy Chairman is not present within 15 minutes of the time appointed for the meeting, some other Committee Member chosen by the Committee Members present will preside at the meeting.

8.6 If there is no Pastor, the Committee Members shall elect a Chairman from among their number for a term not exceeding one year provided that in the event that a Pastor shall be appointed, the elected Chairman shall cease to hold office as Chairman and the role shall be assumed by the Pastor. If at the end of his or her term of office no Pastor shall

have been appointed, a retiring elected Chairman may be re-elected by the Committee Members for a further term of office and there shall be no limit to the number of times such a Chairman may be re-elected.

- 8.7 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 Committee Members (other than any **Conflicted Committee Member** 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.
- 8.8 Every Committee Member has one vote on each issue but, in the case of an equality of votes, the Chairman of the meeting has a second or casting vote.
- 8.9 A procedural defect of which the Committee Members are unaware at the time does not invalidate decisions taken at a Committee Members' meeting (including, but not limited to, a technical defect in relation to the appointment of a Committee Member or the service of any notice).
- 8.10 A trustee of the **German Christ Church Trust** may be invited to attend each meeting of the Committee Members.

## 9. **Committee Members' powers and duties**

- 9.1 The Committee Members as **charity trustees** have control of the Congregation and its property and funds.
- 9.2 Subject to the provisions of these Articles and the Companies Act, the Committee Members may regulate their proceedings as they think fit.
- 9.3 The Committee Members have the following powers in relation to the administration of the Congregation:
- (a) to arrange for Church services to be held at venues other than the Church as necessary;
  - (b) to admit or remove Members in accordance with Article 13;
  - (c) to appoint Officers in accordance with Article 7.5 from among their number;
  - (d) to delegate any of their functions to sub-committees in accordance with Article 10;

- (e) to make standing orders, rules and/or regulations consistent with the constitution and the Companies Act to govern proceedings at meetings, the administration of the Congregation and the use of its seal; and
- (f) to exercise in their capacity as Committee Members any powers of the Congregation which are not reserved to them in their capacity as Members.

9.4 The Committee Members shall co-operate with and assist the Pastor in connection with Church services and support him in carrying out the duties of his office (insofar as this is in the best interests of the Congregation).

## 10. **Sub-committees**

- 10.1 The Committee Members may establish a sub-committee or sub-committees comprising such persons as they shall think fit provided that each sub-committee must include at least one Committee Member.
- 10.2 The proceedings and powers of sub-committees established by the Committee Members shall be governed by such rules as the Committee Members may from time to time prescribe.
- 10.3 No meeting of any sub-committee shall be quorate unless at least one Committee Member is present and no resolution of any sub-committee shall be passed unless the Committee Member present or, if more than one are present, the majority of the Committee Members present vote in favour of the resolution.
- 10.4 The minutes of any sub-committee meeting shall be provided to the Committee Members as soon as reasonably practicable.

## 11. **Benefits and conflicts**

- 11.1 The property and funds of the Congregation must be used only for promoting the Objects and do not belong to the Members but, subject to compliance with Article 11.4:
  - (a) Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Congregation; and
  - (b) Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other person.
- 11.2 A Committee Member must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Congregation except:
  - (a) as mentioned in Article 11.1 or 11.3;

- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Congregation;
- (c) the benefit of indemnity insurance as permitted by the Charities Act;
- (d) an indemnity in respect of any liabilities properly incurred in running the Congregation (including the costs of a successful defence to criminal proceedings);
- (e) reasonable and proper remuneration to the Pastor in respect of his or her employment, notwithstanding their appointment as Trustee provided that, in relation to any discussions or decisions concerning their performance or remuneration, the provisions of Article 11.4 are complied with; and
- (f) 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 of the Members).

11.3 No Committee Member or Connected Person may be employed by the Congregation except in accordance with Articles 11.2(e) or 11.2(f), but any Committee Member or Connected Person may enter into a written contract with the Congregation to supply goods or services in return for a payment or other material benefit, but only if:

- (a) the goods or services are actually required by the Congregation, and the Committee Members decide that it is in the best interests of the Congregation to enter into such a contract;
- (b) the nature and level of the consideration 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 11.4; and
- (c) fewer than half of the Committee Members are subject to such a contract in any **financial year**.

11.4 Subject to Article 11.5, any Committee Member who becomes a Conflicted Committee Member in relation to any matter must:

- (a) declare the nature and extent of his/her interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item after providing any information requested by the Committee Members;
- (c) not be counted in the quorum for that part of the meeting; and

(d) be absent during the vote and have no vote on the matter.

11.5 When any Committee Member is a Conflicted Committee Member, the Committee Members who are not Conflicted Committee Members, if they form a quorum without counting the Conflicted Committee Member and are satisfied that it is in the best interests of the Congregation to do so, may by resolution passed in the absence of the Conflicted Committee Member authorise the Conflicted Committee Member, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Committee Member, to:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote;
- (b) disclose to a third party information confidential to the Congregation;
- (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Committee Member or a Connected Person of any payment or material benefit from the Congregation; or
- (d) refrain from taking any step required to remove the conflict.

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

## 12. **Records and accounts**

12.1 The Committee Members must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the maintenance of a Register of Members, 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:

- (a) annual returns;
- (b) annual reports; and
- (c) annual statements of account.

12.2 The Committee Members must also keep records of:

- (a) all proceedings at meetings of the Committee Members;
- (b) all resolutions in writing;

- (c) all reports of committees; and
  - (d) all professional advice obtained.
- 12.3 Minutes of the meetings of the Committee Members and sub-committees, which have been approved by the Chairman, shall be made available to Members on request.
- 12.4 Accounting records relating to the Congregation must be made available for inspection by any Committee Member or Member on request.
- 12.5 A copy of the Congregation's constitution and latest available statement of account must be supplied on request to any Committee 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 to the Congregation and pays the Congregation's reasonable costs.

### 13. **Membership**

- 13.1 The Congregation must maintain a register of **Members**.
- 13.2 The first Members of the Congregation are the subscribers and all members of the Predecessor Charity who qualify as Members under Article 13.3.
- 13.3 With the exception of the subscribers to the Memorandum, no person may be admitted as Member unless he or she:
- (a) is aged at least fourteen years old;
  - (b) has been baptised in the Christian Church;
  - (c) has applied for Membership in the prescribed manner determined by the Committee Members from time to time;
  - (d) except where excused by the Pastor or the Committee, has paid the relevant annual membership fee to the Congregation;
  - (e) has had their application approved by the Committee; and
  - (f) has been entered on the Register of Members.
- 13.4 In addition to the requirements of article 13.3, an individual under the age of eighteen must also be confirmed as a Christian in order to be admitted as a Member.
- 13.5 A Member may also be a member of another Christian Church provided that it does not prejudice his or her full observance of all rights and duties of Membership of the Congregation.

- 13.6 Any individual who is admitted as a Member prior to reaching the age of eighteen must reapply for Membership following his or her eighteenth birthday.
- 13.7 Membership is not transferable.
- 13.8 The Committee Members may refuse an application for Membership if they in their absolute discretion consider it to be in the best interests of the Congregation. In the event of such a refusal they must:
- (a) inform the applicant in writing of the reasons of their refusal within twenty-one days of the decision; and
  - (b) consider any written representations the applicant may make about the decision.
- 13.9 Membership will be terminated if:
- (a) the Member concerned:
    - (1) gives written notice of resignation to the Congregation;
    - (2) becomes incapable by reason of mental disorder within the meaning of the Mental Health Act 1983 of exercising his functions as a Member;
    - (3) dies;
    - (4) fails to pay the annual membership fee specified by the Committee (unless an exemption or reduction has been agreed by the Pastor or Committee) ; or
    - (5) fails, without reasonable cause, to respond affirmatively in writing within one month of receipt to a letter from a Committee Member addressed to him or her asking whether he or she wishes to continue to be a Member;
  - (b) article 13.6 applies and the Member does not re-apply to be admitted within six months of his or her eighteenth birthday;
  - (c) the Committee Members resolve that it is in the best interests of the Congregation that his or her membership is terminated. A resolution to remove a Member from the Membership may only be passed if:
    - (1) the Member has been given at least twenty one days' notice in writing of the meeting of the Committee Members at which the resolution will be proposed and the reasons why it is to be proposed; and

- (2) the Member or a representative (who need not be a Member) of the Member has been allowed to make representations to the meeting.

#### 14. **Members' powers**

At each AGM Members shall:

- 14.1 appoint Committee Members and Officers in accordance with Article 7;
- 14.2 vote as to whether they approve the accounts referred to at Article 15.12(a); and
- 14.3 vote as to whether they approve the written report referred to at Article 15.12(b).

#### 15. **Members' meetings**

- 15.1 The Committee Members shall convene an AGM at least once a year and not more than 15 months may pass between successive AGMs.
- 15.2 Members' meetings other than AGMs shall be referred to as **Extraordinary Members' Meetings** or **EGMs**.
- 15.3 Members are entitled to attend Members' meetings in person or by proxy but only if the appointment of a proxy is in writing and notified to the Chairman before the commencement of the meeting.
- 15.4 Subject to Article 15.5, Members' meetings are called on at least 14 and not more than 28 **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.
- 15.5 A Members' meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 90% of the total voting rights at the meetings of all the Members.
- 15.6 The Congregation must hold a Members' meeting within twelve months of the date of the adoption of this constitution.
- 15.7 There is a quorum at a Members' meeting if the number of Members entitled to vote present in person or by proxy is at least twenty. If a quorum is not present, the Members' meeting shall be adjourned. At the Members' meeting following such an adjournment, the Members meeting within 15 minutes of the appointed start time shall constitute a quorum.
- 15.8 The Chairman shall chair Members' meetings, or the Deputy Chairman in his absence.
- 15.9 Except where otherwise provided by the **Articles** or the Companies Act, every issue before a Members' meeting is decided by **ordinary resolution**.

- 15.10 Each Member present in person or by proxy has one vote on each issue.
- 15.11 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 Members' meeting. For this purpose the written resolution may be set out in more than one document.
- 15.12 Members must annually at the AGM:
- (a) receive the accounts of the Congregation for the previous financial year;
  - (b) receive a written report on the Congregation's activities;
  - (c) be informed of the retirement of those Committee Members who wish to retire and Committee Members in their place in accordance with Article 7; and
  - (d) appoint reporting accountants or auditors for the Congregation.
- 15.13 Members may also from time to time:
- (a) confer on any individual (with his/her consent) any honorary title in respect of the Congregation;
  - (b) propose resolutions to be passed at Members' meetings;
  - (c) discuss issues of policy put to them by the Committee Members; and
  - (d) consider any other business put to them by the Committee Members.
- 15.14 Any resolution proposed under Article 15.13(b) must:
- (a) In the case of an ordinary resolution, be received by the Chairman at least 7 clear days before the meeting to which it relates; and
  - (b) In the case of a special resolution, be received by the Chairman at least 28 clear days in advance of the meeting to which it relates, in order to allow the Committee to circulate it to the Members in accordance with Article 15.4.
- 15.15 A Members' meeting may be called by the Committee Members at any time and must be called within 21 clear days of a written request from one or more Committee Members, at least 10% of the Membership or (where no Members' meeting has been held within the last year) at least 5% of the Membership; to be held on a date not more than 28 clear days after the date of the notice convening the meeting.

15.16 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 Members' meeting or a written resolution.

**16. Limited liability**

The liability of Members is limited.

**17. Guarantee**

Every Member promises, if the Congregation 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:

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

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

**18. Communications**

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

(a) by hand;

(b) by post;

(c) through publication in the Congregation's newsletter;

(d) by suitable Electronic Means (but in the case of communications with Members, only where that Member has agreed to receive communications in such form); or

(e) or on the Congregation's website (but in the case of communications with Members, only where that Member has agreed to receive communications in such form, and the Member has been notified of the communications being available on the website; the address of the website; the place on the website where it may be accessed; and how to access the document or information).

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

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

- (a) 24 hours after being sent by Electronic Means, posted on the Congregation's website (if any)<sup>1</sup> or delivered by hand to the relevant address;
- (b) two clear days after being sent by first class post to that address;
- (c) three clear days after being sent by second class or overseas post to that address;
- (d) immediately on being handed to the recipient personally; or, if earlier,
- (e) as soon as the recipient acknowledges actual receipt.

18.4 Notice of an upcoming Members' Meeting shall in addition be given at a **Church** service on the Sunday at least two weeks prior to the Members' Meeting.

## 19. **Dissolution**

19.1 If the Congregation is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- (b) directly for the Objects or for charitable purposes which are within or similar to the Objects;
- (c) in such other manner as the Commission approves in writing in advance.

19.2 A final report and statement of account must be sent to the Commission.

19.3 This Article 19 may be amended by special resolution but only with the prior written consent of the Commission.

## 20. **Interpretation**

20.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which **do not** apply to the Congregation.

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

**'AGM'** means an annual Members' meeting of the Members;

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<sup>1</sup> See note above.

<b>'Articles'</b>	means the Congregation's articles of association and <b>'Article'</b> refers to a particular article;
<b>'Chairman'</b>	means the chairman of the Committee Members;
<b>'charitable purposes'</b>	means purposes that are exclusively charitable under the laws of England and Wales and <b>'charitable'</b> shall be construed accordingly. For the avoidance of doubt, the system of law governing the constitution is the law of England and Wales;
<b>'the Charities Act'</b>	means the Charities Acts 1992 to 2011;
<b>'charity trustee'</b>	has the meaning prescribed to it in the Charities Act;
<b>'Church'</b>	means the German Christ Church, Montpellier Place, London, SW7 1HL;
<b>'clear day'</b>	does not include the day on which notice is given or the day of the meeting or other event;
<b>'the Commission'</b>	means the Charity Commission for England and Wales or any body which replaces it;
<b>'Committee Member'</b>	means a director of the <b>Congregation</b> and <b>'Committee Members'</b> means the directors of the Congregation. For the avoidance of doubt, the Committee Members are the charity trustees of the Congregation;
<b>'the Companies Act'</b>	means the Companies Act 2006;
<b>'Conflicted Committee Member'</b>	means a Committee Member in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Committee Member or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Congregation, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Congregation;
<b>'Congregation'</b>	means the company governed by these Articles;
<b>'connected'</b>	as defined in sections 252 and 254 of the Companies Act;

<b>‘Connected Person’</b>	means, in relation to a Committee Member, a person with whom the Committee Member 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 Committee Member’s family or household or a person or body who is a business associate of the Committee Member or other person with whom the Committee Member is connected, and (for the avoidance of doubt) does not include a company with which the Committee Member’s only connection is an interest consisting of no more than 1% of the voting rights;
<b>‘constitution’</b>	means the Memorandum and the Articles and any special resolutions relating to them;
<b>‘Custodian’</b>	means a person or body who undertakes safe custody of assets or documents or records relating to them;
<b>‘Deputy Chairman’</b>	means the deputy chairman of the Committee Members;
<b>‘Electronic Means’</b>	refers to communications addressed to specified individuals by fax or email or other electronic form, or in relation to Committee Member meetings, by telephone conference call or video conference or similar method agreed by the Committee Members and in which all participants may communicate with all the other participants;
<b>‘Extraordinary Members’ Meeting’ or ‘EGM’</b>	refers to a meeting of the Members which is not an AGM;
<b>‘Financial Expert’</b>	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>‘financial year’</b>	means the Congregation’s financial year;
<b>‘firm’</b>	includes a limited liability partnership;
<b>‘German Christ Church Trust’</b>	means the charity registered with the Charity Commission at the date of these Articles with the name ‘Trust Funds and Property Administered in Connexion with German Christ

Church London SW7' and registration number 251120;

- 'indemnity insurance'** means insurance against personal liability incurred by any Committee Member or other officer (other than any person engaged by the Congregation as auditor) for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Committee Member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
- 'material benefit'** means a benefit, direct or indirect, which may not be financial but has a monetary value;
- 'Member'** and **'Membership'** refer to legal membership of the Congregation for company law purposes;
- 'Members' meeting'** means a meeting of the Members;
- 'Memorandum'** means the Congregation's Memorandum of Association;
- 'nominee company'** means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
- 'Objects'** means the objects of the Congregation as set out in Article 4;
- 'Officer'** means a Committee Member who is not the Pastor acting either as Chairman, Deputy Chairman; Secretary; Representative to the Synod, Deputy Representative to the Synod; or Treasurer;
- 'ordinary resolution'** means a resolution agreed by a simple majority of the Members present and voting at a Members' meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;
- 'PAB'** means the London-West Parish Region of German-Speaking Congregations, as designated by the Synod;
- 'Pastor'** means a person who accepts and maintains the faith of the German Protestant Church (*Evangelische Kirche in Deutschland*) and has been appointed to the Congregation by

the Synod in accordance with the rules for appointment issued by the Synod and currently in force at the time of his or her appointment;

**‘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 Members’ meeting or in the case of a written resolution by Members who together hold 75% of the voting power;

**‘Synod’** means the Synod of German-speaking Lutheran, Reformed and United Congregations in Great Britain, registered with the Charity Commission at the date of these Articles with no. 266600;

**‘Taxable Trading’** means carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Congregation from that trade or business is exempt from tax by reason of any legislation from time to time in force;

**‘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; and

**‘year’** means calendar year.

20.3 In these Articles, unless the context indicates another meaning:

- (a) expressions not otherwise defined which are defined in the Companies Act have the same meaning;
- (b) 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;
- (c) use of the singular includes the plural and vice versa; and
- (d) use of any gender includes the other genders.

**Companies Act 2006**  
**Company limited by guarantee**  
**and not having a share capital**  
**Memorandum of Association of**

**The Congregation at German Christ Church London**

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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Miss Stefanie Charlotte Paula Foerch

Pastor Georg Amann

Mrs Karin Ida Purcell

Mr Gert Imig

Dr Birgit Eva-Maria Berg

Mr Matthias Peretz

Mr Christian Daur

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Dated: 9 November 2012