

Registered Number

**Memorandum and Articles  
of Association**

**of**

**Christ Church Liverpool**

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

Anthony Collins Solicitors LLP  
134 Edmund Street  
Birmingham  
B3 2ES

Ref: EET (KTW) 31986.0001

# **MEMORANDUM OF ASSOCIATION OF CHRIST CHURCH LIVERPOOL**

## **1 NAME**

The name of the Church is Christ Church Liverpool.

## **2 REGISTERED OFFICE**

The Registered Office will be situated in England and Wales.

## **3 OBJECTS**

The Church's Objects are:

- 3.1 the advancement of the Christian faith for the benefit of the public in accordance with the Statement of Faith; and
- 3.2 the relief of financial hardship, either generally or individually, of people through the provision of grants, gifts, goods or services.

## **4 POWERS**

The Church may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Memorandum in order to further the Objects (but not otherwise) and in particular it has powers:

### **Staff and Volunteers**

- 4.1 to employ staff or engage consultants and advisers on such terms as the

Board thinks fit and to provide pensions to staff, their relatives and dependants;

- 4.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

### **Property**

- 4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);

- 4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;

- 4.5 to sell, lease, licence, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 1993);

- 4.6 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents);

### **Borrowing**

- 4.7 to borrow and give security for loans;

### **Grants and Loans**

- 4.8 to make grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 1993);

### **Fund Raising**

4.9 to raise funds, to invite and receive contributions;

### **Trading**

4.10 to trade in the course of carrying out the Objects and to charge for services;

### **Publicity**

4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Church and other organisations operating in similar fields;

4.12 to promote or carry out research and publish the results of it;

### **Contracts**

4.13 to co-operate with and enter into contracts with any person;

### **Bank or building society accounts**

4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Church;

## **Investments**

4.15 to:-

4.15.1 deposit or invest funds;

4.15.2 employ a professional fund-manager; and

4.15.3 arrange for the investments or other property of the Church to be held in the name of a nominee

in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000.

## **Insurance**

4.16 to insure the assets of the Church to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);

4.17 to insure and to indemnify the Church's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;

4.18 to take out insurance to protect the Church and those who use premises owned by or let or hired to the Church;

4.19 to provide indemnity insurance to cover the liability of the Trustees and officers of the Church who are not Trustees

4.19.1 which by virtue of any rule of law would otherwise attach to

them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Church; and

4.19.2 to make contributions to the assets of the Church in accordance with the provisions of Section 214 of the Insolvency Act 1986.

provided that any such insurance in the case of clause 4.19.1 shall not extend to: -

- any liability resulting from conduct which the Trustees or officers knew, or must have known, was not in the best interests of the Church or which the Trustees or officers did not care whether it was in the best interests of the Church or not;
- any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Trustees or officers; and
- any liability to pay a fine

and further provided that any such insurance in the case of clause 4.19.2 shall not extend to any liability to make such a contribution where the basis of the Trustee's or officer's liability is his knowledge prior to the insolvent liquidation of the Church (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Church would avoid going into insolvent liquidation.

### **Other Organisations**

4.20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant charitable purposes;

- 4.21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;
- 4.22 to amalgamate with any charity which has objects similar to the Objects;
- 4.23 to undertake and execute any charitable trusts;
- 4.24 to affiliate, register, subscribe to or join any organisation;
- 4.25 to act as agent or trustee for any organisation;

#### **Reserves**

- 4.26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

#### **Formation expenses**

- 4.27 to pay the costs of forming the Church and of complying with all relevant registration requirements; and

#### **General**

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

## **5 APPLICATION OF FUNDS**

### **5.1 General**

The income and property of the Church must be applied solely towards promoting the Objects and (except to the extent authorised by this Clause 5):

5.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Church Member; and

5.1.2 a Trustee may not directly or indirectly receive any payment of money or benefit from the Church.

### **5.2 Benefits to Members**

Notwithstanding Clause 5.1, the Church may make the following payments or grant the following benefits to Church Members: -

#### **Interest and Rent**

5.2.1 reasonable and proper interest on money lent by any Church Member to the Church;

5.2.2 reasonable and proper rent or hiring free for premises let or hired by any Church Member to the Church;

#### **Supply of Goods or Services**

5.2.3 reasonable payments to a Church Member (or other person with the right to appoint Church Members) in return for goods and/or services supplied to the Church pursuant to a contract;

### **Out of Pocket Expenses**

5.2.4 reasonable and proper out of pocket expenses to Church Members who are engaged by the Church as volunteers in the work of the Church and which are actually incurred by them in carrying out their work as volunteers; and

### **Benefits to Church Members**

5.2.5 the grant of a benefit to a Church Member who is a beneficiary of the Church in the furtherance of the Objects including, subject to such consents as the law requires, the disposal of a property (outright or by lease, licence or otherwise).

### **5.3 Benefits to Trustees**

Notwithstanding Clause 5.1, the Church may make the following payments or grant the following benefits to Trustees: -

#### **Out of pocket expenses**

5.3.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Trustees;

5.3.2 reasonable and proper out of pocket expenses to those Trustees who are engaged by the Church as volunteers in the work of the Church and which are actually incurred by them in carrying out their work as volunteers;

### **Indemnity**

- 5.3.3 an indemnity in respect of any liabilities properly incurred in running the Church (including the costs of a successful defence to criminal proceedings);
- 5.3.4 the benefit of indemnity insurance under Clause 4.19;

### **Fees to companies in which Trustees have negligible interests**

- 5.3.5 a payment to a company in which a Trustee has no more than a 1% shareholding;

### **Interest and Rent**

- 5.3.6 reasonable and proper interest on money lent by any Trustee to the Church;
- 5.3.7 reasonable and proper rent or hiring fee for premises let or hired by any Trustee to the Church;

### **Beneficiaries**

- 5.3.8 benefits provided in furtherance of the Objects (or any of them) to Trustees who are beneficiaries of the Church where those benefits are the same as or similar to benefits provided to other beneficiaries.

### **Employment/Supply of Goods and Services**

- 5.3.9 payments to a Trustee who is employed by the Church or who enters into a contract for the supply of goods or services to the Church (other

than for acting as a Trustee) provided that:

- 5.3.9.1 the remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances;
- 5.3.9.2 the Trustee is absent from the part of any meeting at which there is a discussion of his employment or remuneration or any matter concerning the contract, his performance in the employment or his performance of the contract, any proposal to enter into any other contract or arrangement with him or to confer any benefit upon him and/or any arrangement with him or to confer any benefit upon him and/or any other matter relating to payment or the conferring any benefit to him;
- 5.3.9.3 the Trustee does not vote on any such matter and is not counted when calculating whether a quorum of Trustees is present at the meeting;
- 5.3.9.4 the other Trustees are satisfied that it is in the interests of the Church to employ or to contract with the Trustee rather than with someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing a Trustee against the disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest);
- 5.3.9.5 the reason for the Trustees' decision is recorded in the minutes of the Board meeting; and
- 5.3.9.6 at no time shall a majority of the Trustees receive payment pursuant to this clause 5.3.9.

The employment or remuneration of a Trustee pursuant to this clause includes the engagement or remuneration of any firm, charity or company in which the Trustee is a partner, an employee, a consultant, a director or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.

### **Exceptional Circumstances**

5.3.10 other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases.

5.4 The limitations in this Clause 5 on the making of payments and the granting of benefits by the Church to Trustees shall also extend to any other company in which the Church

5.4.1 holds more than 50% of the shares; or

5.4.2 controls more than 50% of the voting rights attached to the shares; or

5.4.3 has the right to appoint one or more directors to its board.

5.5 For the purposes of Clause 5.3 a payment to or a benefit granted to a dependant relative or the spouse of the Trustee or any person living with the Trustee as his partner shall be deemed to be a payment to or a benefit granted to (as the case may be) the Trustee and shall be permitted to the same extent that payments to or benefits granted to Trustees are permitted.

## 5.6 Amendments

This clause may not be amended without the prior written consent of the Charity Commission.

## 6 LIMIT OF LIABILITY

The liability of the Church Members is limited.

## 7 GUARANTEE

Every Church Member promises, if the Church is wound up whilst he is a Church Member or within one year after ceasing to be a Church Member, to contribute such amount as is required up to a maximum of £1 towards the costs of winding up the Church and liabilities incurred whilst the contributor was a Church Member.

## 8 WINDING UP

8.1 The Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Church after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Church be applied or transferred in any of the following ways:

8.1.1 directly for the Objects; or

8.1.2 by transfer to any charity or charities for purposes similar to the Objects; or

8.1.3 to any charity for use for particular purposes that fall within the Objects.

8.2 Subject to any such resolution of the Church Members, the Trustees may at any time before and in expectation of its dissolution resolve that any net assets of the Church after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Church be applied or transferred:

8.2.1 directly for the Objects; or

8.2.2 by transfer to any charity or charities for purposes similar to the Objects; or

8.2.3 to any charity or charities for use for particular purposes that fall within the Objects.

8.3 In no circumstances shall the net assets of the Church be paid to or distributed among the Church Members (except to a Church Member that is itself a charity) and if no resolution is passed by the Church Members or the Trustees the net assets of the Church shall be applied for charitable purposes as directed by the court or the Charity Commission.

## **9 INTERPRETATION**

9.1 Article 1 of the Articles is to apply to the Memorandum in the same way that it applies to the Articles.

9.2 Throughout the Memorandum a “charitable purpose” is a purpose that is regarded as charitable both in the law of England and Wales and in the law of Scotland and the term “charitable” is to be interpreted in accordance both with the law of England and Wales and the law of Scotland.

Registered No

Christ Church Liverpool

*Memorandum and Articles of Association*

---

**We, the subscribers to the Memorandum of Association, wish to be formed into a company, in pursuance of the Memorandum.**

---

**Names and Addresses of**

**Signed**

**Witnessed**

**Subscribers**

Rev'd Andrew Richard Evans  
4 Rowen Court  
Elmar Road  
Aigburth  
Liverpool  
L17 0EJ

Rev'd Stephen Palframan  
20 Woodlands Road  
Aigburth  
Liverpool  
L17 0AW

Mr Maurice Robert McCracken  
29 Lugard Road  
Aigburth  
Liverpool  
L17 0BA

Dr Jeremy David Clark  
9 Wingate Road  
Aigburth  
Liverpool  
L17 0AY

Dr Thomas Geoffrey Askew  
18 Herondale Road  
Allerton  
Liverpool  
L18 1LA

Mr Martin Gilmour  
19 Langham Avenue  
Aigburth  
Liverpool  
L17 4LA

---

**Dated**

# ARTICLES OF ASSOCIATION

## CHRIST CHURCH LIVERPOOL

### PART A. INTRODUCTION

#### 1 INTERPRETATION

##### 1.1 In these Articles:

“the Act”	means the Companies Act 1985
“AGM”	means an annual general meeting of the Church
“the Articles”	means these Articles of Association of the Church
“the Board”	means the board of Trustees of the Church and (where appropriate) includes a Committee and the Trustees acting by written resolution
“Board Meeting”	means a meeting of the Board
“Business Day”	means any day other than a Saturday, Sunday or a bank holiday
“Chair”	means (subject to the context) either the person elected as chair of the Church under Article 23

or where the chair of the Church is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time

“Charity Commission” means the Charity Commission for England and Wales

“Clear Days” in relation to a period of notice means the 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

“Committee” means a Committee of the Board exercising powers delegated to it by the Board

“Companies House” means the office of the Registrar of Companies

“the Church” means the company intended to be regulated by the Articles

“Church Member” means a member for the time being of the Church who is admitted under Article 3

“Doctrinal Distinctives” means the doctrinal distinctives set out in Article 36 or such other doctrinal distinctives altering or replacing them in accordance with Article 11.7

“EGM” means an extraordinary general meeting of the Church

“General Meeting” means an AGM or an EGM

“including”	means “including without limitation” and “include” and “includes” are to be construed accordingly
“the Memorandum”	means the Memorandum of Association of the Church
“the Objects”	means the objects of the Church set out in Clause 3 of the Memorandum
“Observers”	means those persons (other than Trustees) present under Article 25 at a Board Meeting
“Registered Office”	means the registered office of the Church
“Secretary”	means the secretary of the Church including a joint, assistant or deputy secretary
“Statement of Faith”	means the statement of faith set out in Article 35 or such other statement of faith altering or replacing it in accordance with Article 11.6
“Trustee”	means any director of the Church who is appointed under Article 15
“United Kingdom”	means Great Britain and Northern Ireland
“Vice-Chair”	means a person elected as a Vice-Chair of the Church under Article 23
“Working Party”	means a body established by the Board to make

recommendations to the Board but without decision-making powers

1.2 In the Articles:

1.2.1 terms defined in the Act are to have the same meaning;

1.2.2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;

1.2.3 references to “organisations” or “persons” include corporate bodies, public bodies, unincorporated associations and partnerships;

1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;

1.2.5 references to Clauses are to clauses of the Memorandum and to Articles are to those within the Articles;

1.2.6 headings are not to affect the interpretation of the Memorandum and Articles; and

1.2.7 terms defined in the Memorandum have the same meaning in the Articles and vice-versa.

1.3 None of the Tables A to F in the Companies (Tables A to F) Regulations 1985 applies to the Church.

## **PART B. CHURCH MEMBERSHIP**

### **2 MEMBERS**

2.1 The Church Members are:-

2.1.1 the subscribers to the Memorandum; and

2.1.2 others admitted to membership of the Church by the Board under the Articles.

### **3 ADMISSION OF CHURCH MEMBERS**

3.1 A person may not be admitted by the Board as a Church Member:-

3.1.1 unless he has signed a written application to become a Church Member in such form as the Board requires;

3.1.2 if he would immediately cease to be a Church Member under the Articles;

3.1.3 unless he is aged 18 or over;

3.1.4 unless he has subscribed to the Statement of Faith; and

3.1.5 unless he is a committed member of the congregation attending church services held by the Church on a Sunday, that he regularly attends those services and has done so for a minimum of 6 months prior to becoming a Church Member.

3.2 Church membership is personal and not transferable.

#### **4 TERMINATION OF CHURCH MEMBERSHIP**

4.1 A person will cease to be a Church Member:-

4.1.1 on delivering written notice of resignation to the Registered Office; or

4.1.2 if the Church Members resolve (by a 75% majority of the Church Members present and voting) to terminate his membership provided that he shall first have had reasonable opportunity to explain to the Church Members at a General Meeting why he should not be removed.

## **PART C. GENERAL MEETINGS**

### **5 ANNUAL GENERAL MEETINGS**

- 5.1 The Trustees may choose in each calendar year whether or not to hold an AGM.
- 5.2 If it is decided to hold an AGM then such AGM is to be held at such time and place as the Board decides.
- 5.3 The business of an AGM (where held) is:-
  - 5.3.1 to receive the annual Trustees' report;
  - 5.3.2 to consider the accounts and the auditors' report;
  - 5.3.3 to appoint the auditors (if necessary); and
  - 5.3.4 to transact any other business specified in the notice convening the meeting.

### **6 EXTRAORDINARY GENERAL MEETINGS**

- 6.1 A General Meeting other than an AGM is called an EGM.
- 6.2 An EGM is to be called by the Board.
- 6.3 If there are insufficient Trustees available to form a quorum at a Board Meeting to call an EGM it may be called in the same way as a Board Meeting.

- 6.4 On receiving a requisition from the percentage of the Church Members required under the Act the Board must promptly convene an EGM.

## **7 NOTICE OF GENERAL MEETINGS**

- 7.1 Every General Meeting must be called by at least 14 Clear Days' notice.
- 7.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Church Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Church Members at the General Meeting.
- 7.3 The notice must specify:-
- 7.3.1 the time, date and place of the General Meeting;
  - 7.3.2 the general nature of the business to be transacted; and,
  - 7.3.3 in the case of an AGM, that it is the AGM.
- 7.4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.
- 7.5 Notice of a General Meeting must be given to all of the Church Members, the Trustees and the Church's auditors (if any).
- 7.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

## **8 QUORUM**

- 8.1 No business may be transacted at a General Meeting unless a quorum is present.
- 8.2 The quorum for General Meetings is 50% of the Church Members for the time being present in person or by proxy.
- 8.3 A Church Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 8.4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.
- 8.5 If at the adjourned meeting there are again insufficient Church Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Church Members who are present in person or by proxy (provided that they number at least 50% of the Church Members for the time being) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted then the meeting shall be dissolved.
- 8.6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Church Members.

## **9 CHAIR AT GENERAL MEETINGS**

- 9.1 The Chair is to chair General Meetings.
- 9.2 If the Chair is not present within 15 minutes from the time of the General

Meeting or is unwilling to act then the Vice-Chair, if any, must chair the General Meeting.

- 9.3 If neither the Chair nor the Vice-Chair, if any, is present and willing to act within 15 minutes from the time of the General Meeting, the Church Members present must choose one of their number to chair the General Meeting.

## **10 ADJOURNMENT OF GENERAL MEETINGS**

- 10.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 10.2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.
- 10.3 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned.
- 10.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 10.1 or 10.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 10.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

## **11 VOTING AT GENERAL MEETINGS**

- 11.1 Resolutions are to be decided on a show of hands unless the Articles provide for a decision to be made by ballot or a ballot is properly demanded.

- 11.2 Each Church Member present in person or by proxy has one vote both on a show of hands and a ballot.
- 11.3 If there is an equality of votes on a show of hands or a ballot the Chair is not entitled to a second or casting vote and a resolution which fails to achieve the required majority will be lost.
- 11.4 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 11.5 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.
- 11.6 A resolution to alter or replace the Statement of Faith will only be passed if 75% or more of all Church Members vote in favour of the resolution.
- 11.7 A resolution to alter or replace the Doctrinal Distinctives will only be passed if 75% or more of all Church Members vote in favour of the resolution.

## **12 BALLOTS**

- 12.1 A ballot may be demanded by the Chair or by any two Church Members before or on the declaration of the result of a show of hands.
- 12.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 12.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.

- 12.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Church Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 12.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 12.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

### **13 PROXIES**

- 13.1 A Church Member may appoint a proxy in writing. A proxy need not be a Church Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 34. A proxy may not appoint another proxy.
- 13.2 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 13.3 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.
- 13.4 No document appointing a proxy will be valid for more than 12 months.

13.5 A vote given or ballot demanded by proxy is to be valid despite:-

13.5.1 the revocation of the proxy; or

13.5.2 the death or insanity of the principal

unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.

13.6 A proxy form will not be valid for any part of a General Meeting at which the Church Member who appointed the proxy is present.

#### **14 CHURCH MEMBERS' WRITTEN RESOLUTIONS**

14.1 A written resolution approved by the required majority of eligible Church Members (provided that those Church Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting.

14.2 A resolution under Article 14.1 may consist of several documents in similar form each approved by one or more Church Members.

## **PART D. TRUSTEES**

### **15 APPOINTMENT OF TRUSTEES**

15.1 Unless the Board decides otherwise the minimum number of Trustees is 3.

15.2 Subject to Article 15.3 and Article 17 the Church Members shall appoint as Trustees such persons as they may think fit and an appointment will become effective when the new Trustee completes the necessary Companies House paperwork and thereby consents to hold office. The appointment of Trustees shall be by ballot in accordance with Articles 12.4 and 12.6. A resolution to appoint a Trustee will only be passed if 66% or more of the Church Members present and voting vote in favour of the resolution at a General Meeting.

15.3 No person may be appointed as a Trustee unless he first subscribes to the Statement of Faith and to the Doctrinal Distinctives.

15.4 Subject to Article 17 the term of office for a Trustee shall be 3 years. At the conclusion of his term of office a Trustee who is willing to continue in office may be re-appointed for further terms provided that the process in Article 15.2 is followed on each occasion.

15.5 The first Trustees are those named in the statement delivered to the Registrar of Companies under section 10(2) of the Companies Act 1985 or any section of any statute amending or replacing section 10 (2).

### **16 OBLIGATIONS OF TRUSTEES**

16.1 The Board must set out in writing the principal obligations of every Trustee to the Board and to the Church. The statement of Trustees' obligations is not intended to be exhaustive and the Board may review and amend it from time to time.

16.2 The statement of the obligations of the Trustees to the Church must include:-

16.2.1 a commitment to its values and objectives;

16.2.2 an obligation to contribute to and share responsibility for the Board's decisions;

16.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;

16.2.4 an obligation to declare relevant interests;

16.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;

16.2.6 an obligation to comply with fiduciary duties, including:-

16.2.6.1 to act in the best interests of the Church;

16.2.6.2 to declare any interests a Trustee may have in matters to be discussed at Board meetings and not put himself in a position where his personal interest or a duty owed to another conflicts with the duties owed to the Church;

16.2.6.3 to secure the proper and effective use of the Church's property;

16.2.6.4 to act personally;

16.2.6.5 to act within the scope of any authority given;

16.2.6.6 to use the proper degree of skill and care when making decisions particularly when investing funds;

16.2.6.7 to act in accordance with the Memorandum and Articles; and

16.2.6.8 a reference to obligations under the general law.

16.3 A Trustee must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Church within one month of his appointment.

## **17 RETIREMENT AND REMOVAL OF TRUSTEES**

17.1 A Trustee will cease to hold office if he:-

17.1.1 dies;

17.1.2 ceases to be a director under the Act or is prohibited by law from being a director or is disqualified from acting as a charity trustee under the Charities Act 1993;

17.1.3 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury;

17.1.4 is declared bankrupt or makes any arrangement or composition with his creditors;

17.1.5 is in the opinion of the Board guilty of conduct detrimental to the interests of the Church and the Church Members resolve by a majority of 66% or more of the Church Members present and voting

at a General Meeting that he should cease to be a Trustee provided that the Trustee concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Trustee. A resolution to remove a Trustee must be by ballot in accordance with Articles 12.4 and 12.6;

- 17.1.6 resigns by written notice to the Church;
- 17.1.7 is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Church Members resolve by a majority of 66% or more of the Church Members present and voting at a General Meeting that he should cease to be a Trustee provided that the Trustee concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Trustee. A resolution to remove a Trustee must be by ballot in accordance with Articles 12.4 and 12.6;
- 17.1.8 fails to sign a statement of his obligations under Article 16 within one month of his appointment and the Board resolves that he be removed;
- 17.1.9 has, in the reasonable opinion of the Board, ceased to subscribe to the Statement of Faith or to the Doctrinal Distinctives and the Church Members resolve by a majority of 66% or more of the Church Members present and voting at a General Meeting that he should cease to be a Trustee provided that the Trustee concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Trustee. A resolution to remove a Trustee must be by ballot in accordance with Articles 12.4 and 12.6;  
or
- 17.1.10 ceases to be a Church Member.

## **18 TRUSTEES' INTERESTS**

18.1 A Trustee who has a direct or indirect interest in any contract, proposed contract, arrangement or dealing of the Church must declare his interest under section 317 of the Act before the matter is discussed by the Board.

18.2 Every Trustee must ensure that at all times the Church has a list of:-

18.2.1 any other body of which he is a director or officer;

18.2.2 any firm in which he is a partner;

18.2.3 any public body of which he is an official or elected member;

18.2.4 any company whose shares are publicly quoted in which he owns or controls more than 1% of the shares;

18.2.5 any company whose shares are not publicly quoted in which he owns or controls more than 10% of the shares; or

18.2.6 any other interest which is significant or material.

18.3 A decision of the Board will not be invalid because of the subsequent discovery of an interest which should have been declared.

### **18.4 Personal Interests**

18.4.1 A Trustee has a personal interest in a matter which is to be discussed or determined by the Board if he will be directly affected by the decision of the Board in relation to that matter.

18.4.2 A Trustee who has a personal interest in a matter which is to be discussed or determined by the Board:-

18.4.2.1 may not count towards the quorum in relation to that matter;

18.4.2.2 may not take part in the discussion in relation to that matter;

18.4.2.3 may not vote in relation to that matter; and

18.4.2.4 must leave the Board Meeting at which the matter is discussed and determined.

## 18.5 **Non-Personal Interests**

18.5.1 A Trustee who has an interest in a matter which is to be discussed or determined by the Board but which is not a personal interest may, subject to his fulfilling his duty to act in the best interests of the Church and to the right of the remaining Trustees to require that he should withdraw from the Board Meeting at which the matter is to be discussed or determined:-

18.5.1.1 count towards the quorum in relation to that matter;

18.5.1.2 take part in the discussion in relation to that matter;

18.5.1.3 remain in the Board Meeting at which the matter is to be discussed or determined; and

18.5.1.4 vote in relation to that matter.

## **PART E. BOARD MEETINGS**

### **19 FUNCTIONS OF THE BOARD**

19.1 The Board must direct the Church's affairs in such a way as to promote the Objects. Its functions include:

19.1.1 defining and ensuring compliance with the values and objectives of the Church;

19.1.2 establishing policies and plans to achieve those objectives;

19.1.3 approving each year's budget and accounts before publication;

19.1.4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 24) and employees with proper systems of control;

19.1.5 monitoring the Church's performance in relation to its plans budget controls and decisions;

19.1.6 appointing (and if necessary removing) employees;

19.1.7 satisfying itself that the Church's affairs are conducted in accordance with generally accepted standards of performance and propriety; and

19.1.8 ensuring that appropriate advice is taken on the items listed in Articles 19.1.1 to 19.1.7 and in particular on matters of legal compliance and financial viability.

## **20 POWERS OF THE BOARD**

- 20.1 Subject to the Act, the Memorandum and the Articles, the business of the Church is to be managed by the Board who may exercise all of the powers of the Church.
- 20.2 An alteration to the Memorandum or the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

## **21 BOARD MEETINGS**

- 21.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 21.2 Board Meetings may be called by any Trustee or the Secretary (if appointed).
- 21.3 7 days' notice of Board Meetings must be given to each of the Trustees but it is not necessary to give notice of a Board Meeting to a Trustee who is out of the United Kingdom.
- 21.4 A Board Meeting which is called on shorter notice than required under Article 21.3 is deemed to have been duly called if at least two Trustees certify in writing that because of special circumstances it ought to be called as a matter of urgency.
- 21.5 Matters arising at a Board Meeting are to be decided by a simple majority of votes and, subject to Article 21.6, each Trustee is to have one vote.
- 21.6 If there is an equality of votes the Chair is entitled to a second or casting vote.
- 21.7 A technical defect in the appointment of a Trustee or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

## **22 QUORUM FOR BOARD MEETINGS**

- 22.1 The quorum for Board Meetings is 3 of the Trustees for the time being or 50% of the Trustees for the time being, which ever is greater.
- 22.2 A Trustee may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 22.3 The Board may act despite vacancies in its number but if the number of Trustees is less than 3 then the Board may act only to call a General Meeting.
- 22.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Trustees present may act only to:
- 22.4.1 adjourn it to such other time and place as they decide;
  - 22.4.2 call a General Meeting; or
  - 22.4.3 admit Trustees under Article 15.2.
- 22.5 If at the adjourned meeting there are again insufficient Trustees present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Trustees who are present (provided that they number at least two) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

**23 CHAIR AND VICE-CHAIR**

- 23.1 The Church must have a Chair and may have a Vice-Chair. The Chair and the Vice-Chair, (if any) are to be elected by the Board. The Board must decide the period during which they are each to hold office and the precise point at which their term of office ends. Both the Chair and the Vice-Chair, (if any) may be re-elected by the Board.
- 23.2 The Chair and the Vice-Chair, (if any) may resign from their positions at any time (without necessarily resigning as Trustees at the same time).
- 23.3 Where there is no Chair the first item of business at a Board Meeting must be to elect a Chair in accordance with Article 23.1.
- 23.4 The Chair and the Vice-Chair, (if any) may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he should not be removed.
- 23.5 The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish, or is not able, to do so.
- 23.6 If the Chair is not present within 5 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Vice-Chair, (if any) must chair the Board Meeting unless he is unwilling or unable to do so.
- 23.7 If both the Chair and the Vice-Chair, (if any,) are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Trustees who is present to chair the Board Meeting.
- 23.8 The functions of the Chair are:-

- 23.8.1 to act as an ambassador for the Church and to represent the views of the Board to the general public and other organisations;
- 23.8.2 to ensure that Board Meetings and General Meetings are conducted efficiently;
- 23.8.3 to give all Trustees an opportunity to express their views;
- 23.8.4 to establish a constructive working relationship with, and to provide support for, the employees;
- 23.8.5 where necessary (and in conjunction with the other Trustees) to ensure that, where the post of any employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;
- 23.8.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Church to be carried on effectively between Board Meetings;
- 23.8.7 to ensure that the Board monitors the use of delegated powers; and
- 23.8.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee.
- 23.9 The role of the Vice-Chair, if any, is to deputise for the Chair during any period of his absence and, for that period, his functions shall be the same as those of the Chair.

## **24 COMMITTEES AND WORKING PARTIES**

24.1 The Board may:

24.1.1 establish Committees consisting of those persons whom the Board decide;

24.1.2 delegate to a Committee any of its powers; and

24.1.3 revoke a delegation at any time.

24.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.

24.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.

24.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he resigns or is removed by the Board from the Committee or Working Party.

24.5 The Board must determine the quorum for each Committee and Working Party it establishes.

24.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.

24.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

## **25 OBSERVERS**

25.1 Subject to Article 25.4, the Board may allow individuals who are not Trustees to attend Board Meetings as Observers on whatever terms the Board decides.

25.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.

25.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.

25.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

## **26 TRUSTEES' WRITTEN RESOLUTIONS**

26.1 A written resolution approved by a majority of the Trustees entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.

26.2 A written resolution approved by a majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.

26.3 A resolution under Articles 26.1 or 26.2 may consist of several documents in similar form each approved by one or more of the Trustees or Committee Members.

## **PART F. OFFICERS**

### **27 THE SECRETARY**

- 27.1 For so long as the law requires, a Secretary must be appointed by the Board for such a term as the Board decides.
- 27.2 Where appointed, a Secretary may be removed by the Board at any time.
- 27.3 If a Trustee is appointed as Secretary he may not receive any remuneration for acting in that capacity.

### **28 INDEMNITIES FOR OFFICERS AND EMPLOYEES**

- 28.1 The Church may indemnify any officer or employee (other than a Trustee) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence.
- 28.2 Subject to the Act (in particular sections 309A and 310 or any section of any other statute amending or replacing sections 309A and 310) and Article 28.3, the Church may indemnify any Trustee against any liability incurred by him in his capacity as such.
- 28.3 The indemnity provided to a Trustee in accordance with Article 28.2 may not include any indemnity against liability:
- 28.3.1 to the Church or a company associated with it;
- 28.3.2 for fines or penalties; or

28.3.3 incurred as a result of his unsuccessful defence of criminal or civil proceedings.

28.4 The indemnity provided to a Trustee in accordance with Article 28.2 may include the provision of funds to cover his legal costs as they fall due on terms that the Trustee in question will repay the funds if he is unsuccessful in his defence of the criminal or civil proceedings to which these costs relate

28.5 In respect to its auditor the Church may:-

28.5.1 purchase and maintain insurance for his benefit against any liability incurred by him in his capacity as such; and

28.5.2 indemnify him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under Section 727 of the Act or any section of any other statute amending or replacing Section 727 in which relief is granted to him by the Court.

## **PART G. STATUTORY AND MISCELLANEOUS**

### **29 MINUTES**

- 29.1 The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Trustees present must be included in the minutes.
- 29.2 Copies of the draft minutes of Board Meetings must be distributed to the Trustees as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 29.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 29.4 The Board must keep minutes of all of the appointments made by the Board.

### **30 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN**

- 30.1 The Church must comply with the Act and the Trustees must comply with their obligations as charity trustees under the Charities Act 1993 in:-
- 30.1.1 preparing and filing an annual Trustees' report and annual accounts and sending them to the Charity Commission; and
- 30.1.2 making an annual return to the Registrar of Companies and the Charity Commission.

30.2 The Church must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).

30.3 The annual Trustees' report and accounts must contain:-

30.3.1 revenue accounts and balance sheet for the last accounting period;

30.3.2 (if required) the auditor's report on those accounts; and

30.3.3 the Board's report on the affairs of the Church.

30.4 The accounting records of the Church must always be open to inspection by a Trustee.

## **31 BANK AND BUILDING SOCIETY ACCOUNTS**

31.1 All bank and building society accounts must be controlled by the Board and must include the name of the Church.

31.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

## **32 EXECUTION OF DOCUMENTS**

32.1 Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

32.1.1 two Trustees; or

32.1.2 one Trustee and the Secretary (where appointed);

### **33 NOTICES**

33.1 Notices under the Articles must be in writing except notices calling Board Meetings.

33.2 A Church Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.

33.3 The Church may give a notice to a Church Member, Trustee or auditor either:

33.3.1 personally;

33.3.2 by sending it by post in a prepaid envelope;

33.3.3 by facsimile transmission;

33.3.4 by leaving it at his address; or

33.3.5 by email.

33.4 Notices under Article 33.3.2 to 33.3.5 may be sent:

33.4.1 to an address in the United Kingdom which that person has given the Church;

33.4.2 to the last known home or business address of the person to be served; or

33.4.3 to that person's address in the Church's register of members.

33.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.

33.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.

33.7 A copy of the notification from the system used by the Church to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.

33.8 A notice may be served on the Church by delivering it or sending it to the Registered Office.

33.9 The Board may make standing orders to define other acceptable methods of delivering notices.

## **34 STANDING ORDERS**

34.1 Subject to Article 34.4;

34.1.1 the Board may from time to time make standing orders for the proper conduct and management of the Church; and

34.1.2 the Church in General Meeting may alter, add to or repeal the standing orders.

34.2 The Board must adopt such means as they think sufficient to bring the

standing orders to the notice of Church Members.

34.3 Standing orders are binding on all Church Members and Trustees.

34.4 No standing order may be inconsistent with or may affect or repeal anything in the Memorandum or the Articles.

## **PART H. STATEMENT OF FAITH AND DOCTRINAL DISTINCTIVES**

### **35 STATEMENT OF FAITH**

This Statement of Faith express the doctrines which the members of Christ Church Liverpool consider unite all truly evangelical Christian believers. Anyone who wishes to become a member of the church must wholeheartedly subscribe to these beliefs.

#### **The Scriptures**

We believe that the entire Bible, comprising the sixty-six books of the Old and New Testaments, was written by men inspired by God. As such it comprises the Word of God. As originally given it is true in its entirety, and it is the supreme authority by which all human conduct, creeds, opinions and beliefs should be tested.

#### **God**

We believe that there is only one living and true God. He is an infinite, eternal, intelligent being. In the unity of the Godhead there are three distinct persons, the Father, the Son and the Holy Spirit. These three persons are equal in being but execute distinct roles in the great work of God in salvation.

#### **Jesus Christ**

We believe that Jesus Christ, as he is truly revealed in the Bible, is the Son of God. He was fully God from eternity. Through the incarnation he became fully man. He was conceived by the Holy Spirit and born of the virgin Mary. He lived a perfect, righteous and sinless life, as recorded in the Gospels of the New Testament. He was put to death by crucifixion and his body was physically buried. On the third day he was physically raised from the dead. He ascended into Heaven and is now seated in glory at the right hand of his Father.

**Creation**

We believe that the entire universe was created by God, through the agency of Jesus Christ, and that it, and everything in it, is sustained by Him. He is completely sovereign over his creation, so that nothing may take place which is not in accordance with his permissive will.

**Humanity**

We believe that God created humankind, male and female, in his likeness. Humankind was created in original righteousness to worship God and to enjoy a relationship of fellowship with Him. Through voluntary disobedience they fell from that state and became subject to the just judgement of God. In consequence all men and women are by nature subject to sin, positively inclined to do evil, and incapable of regaining or attaining righteousness by their own efforts. They live under the just condemnation of God, in enmity towards Him and alienated from Him. After death they face certain judgement and stand rightly and fairly condemned to eternal punishment.

**The Provision of Salvation**

We believe that God has intervened in history to save men and women from sin and judgement, so that they might be restored to true righteousness and reconciled to enjoy eternal fellowship with him. Men and women are saved wholly by God through grace. Such salvation is made possible only through the mediatorial work of the Son of God. By means of his death upon the cross, Jesus Christ made a full atonement for our sins. He willingly stood in our place as a substitute and representative, becoming sin for us, thereby taking upon himself the just judgement of God which we deserve. He obediently offered himself as a sacrifice for our sins to propitiate the wrath of God against us. By virtue of his death, men and women may receive the forgiveness of their sins, freedom from condemnation, and a new spiritual life which will continue for eternity.

**The Receipt of Salvation**

We believe that the salvation made possible through the mediatorial work of Jesus Christ is effective to save only those men and women who repent of their sins and exercise true faith in Jesus Christ by submitting to him as their Lord and Master. Salvation is bestowed freely upon those who exercise such genuine repentance and true faith, and is not earned by the performance of works of righteousness.

**Regeneration**

We believe that in order to receive salvation a man or a woman must be regenerated, or born again, by the work of the Holy Spirit of God. Without such regeneration, men and women remain under the condemnation and power of sin, spiritually dead and incapable of exercising genuine repentance and faith. The Holy Spirit is alone able to convict and convince men and women of their sinful state, of the fact that they face the certain prospect of the eternal judgement of God, and consequently of their need of salvation. He alone enables them to understand, and take hold of for themselves, the mediatorial work of Jesus Christ. The Holy Spirit is likewise alone able to bring men and women to rebirth and new spiritual life, enabling them to place voluntary faith in Jesus Christ. Such faith is itself a gift of God.

**Justification**

A person who exercises genuine repentance and true faith in Jesus Christ is thereby justified before God in accordance with his promise. Justification involves the receipt from God of a sure and certain pardon of all sin, whether past, present or future, and the imputation of the perfect righteousness of Christ. A justified person is as acceptable to God as Jesus Christ himself, and is adopted into the family of God as a son and heir.

**The Indwelling of the Holy Spirit**

We believe that when a person is regenerated and justified by genuine repentance and true faith in Jesus Christ, the Holy Spirit enters them and makes his dwelling in them. The presence of the Holy Spirit in the life of a regenerate person brings assurance of salvation, confidence of adoption into the family of God, and guarantees that they will receive eternal life in the age to come.

**Christian Maturity**

We believe that those who are regenerated, justified, sanctified and indwelt by the presence of the Holy Spirit are subject to the transforming work of God. While such persons will never be entirely free from sin before being raised to new resurrection life in the age to come, in this present life they will experience a progressive growth in righteousness and godliness. By the presence and power of the Holy Spirit, taken hold of by putting to death sinful desires, their lives will exhibit the fruit of the Spirit and they will be brought to be increasingly Christlike in character. Whilst salvation is not earned by the performance of works of righteousness, it is always evidenced by godly conduct and the performance of good works pleasing to God.

### **The Universal Church**

We believe that the Universal Church is the spiritual body of Christ and consists of all people who have exercised genuine repentance and true faith in Jesus Christ and have been adopted into the family of God. The Universal Church is a world-wide body, and its members are united in fellowship with one another irrespective of race or nationality. The extent of the Universal Church is known to God alone and remains invisible to man. Jesus Christ is the head of the Universal Church, and it is the body through which he accomplishes the world-wide proclamation of the gospel message. The Holy Spirit bestows gifts upon members of the Universal Church which enable it to grow to maturity in Christ.

### **The Local Church**

We believe that members of the Universal Church are commanded to join together as local congregations. A local church is a visible assembly of regenerate individuals, organised in unity under a suitably qualified leadership, who meet together to join in corporate worship, fellowship, prayer, teaching, instruction and to encourage one another to persevere in faith and good works. A local church must duly administer the twin signs of grace instituted by Jesus Christ, namely Baptism and the Lord's Supper, and exercise such discipline as may become necessary against believers who fall into apostasy or commit open and notorious sin (that which brings shame on the church) of which they are unrepentant.

### **The Return of Christ**

We believe that, at a time unknown to any but God himself, Jesus Christ will return from heaven to bring this world, and this current age, to an end. He will return in person and in great power to gather all his people to himself. The dead shall be raised and all men and women shall be judged by him. A solemn separation will then take place. Those who are not regenerate and justified shall be condemned to eternal punishment in Hell. Those who are regenerate and justified shall dwell eternally in the presence of God, reigning with Christ in his kingdom.

## **36 DOCTRINAL DISTINCTIVES**

This document states the doctrinal position, and thereby determine the practice, of Christ Church Liverpool in respect of certain issues. It is recognised that true evangelical Christian believers may, in conscience, take a different personal view in respect of these matters. Persons may be welcomed into membership of the church who hold a different view on these matters, provided that they are prepared to respect the beliefs and practices of the church

and that they will not seek to undermine them. A person may only become an Elder of the church if he wholeheartedly subscribes to these beliefs and is willing to uphold them.

### **The Sufficiency of the Scriptures**

We believe that God speaks to men and women today through the Scriptures. When the Scriptures are read or explained, whether publicly or privately, God speaks by his Spirit. The Scriptures contain everything which it is necessary for God to say to enable men and women to come to salvation through Christ, and to grow to maturity in Christ so that they might know how to live to please him. Since the Scriptures are entirely sufficient in this regard, no additional word or revelation from God is required to enable a person to know God, or to know his will. Where anyone claims that God is speaking a word by any means other than through the Scriptures, such word shall not be accepted unless it is first tested to determine whether it is consistent with the Scriptures. In accordance with the teaching of the New Testament, the Elders of the church are the persons within the congregation who bear the responsibility for assessing whether any such word is genuinely from God.

### **Baptism**

We believe that Baptism into the name of the Father, the Son and the Holy Spirit is an outward sign which marks a person's regeneration and baptism by the Holy Spirit into membership of the Church of Jesus Christ. As such it should only be administered to a person who publicly professes faith in Jesus Christ. Baptism should, wherever possible and practicable, be administered by immersion in water, symbolising that the person baptised has been united with Christ in his death and resurrection, and is the possessor of the benefits thereof.

### **The Lord's Supper**

We believe that the Lord's Supper is a remembrance meal at which Christian believers share bread and wine together to remind themselves of the death and resurrection of Jesus Christ, of the new covenant of salvation which he inaugurated, and to proclaim that he will return. Jesus Christ is no more present at a celebration of the Lord's Supper than at any other gathering of the members of a local church. The Lord's Supper should be celebrated on a regular basis by the members of the church demonstrating their unity in the body of Christ.

## **Election and Evangelism**

We believe that God is sovereign in the salvation of men and women. Those persons who exercise genuine repentance and true faith in Jesus Christ do so because they have been chosen by God. Knowledge of this truth promotes amongst believers absolute humility and assurance of salvation. However it does not follow from the truth of election that believers need not participate in mission and evangelism. The Church is commanded by Jesus Christ to preach the gospel to all men everywhere, and the proclamation of the gospel is the means by which the elect are brought to salvation.

## **Baptism in the Holy Spirit**

We believe that every genuine believer is baptised by the Holy Spirit at the moment at which they are regenerated and brought to true faith in Jesus Christ. Every genuine believer is always indwelt by the Holy Spirit, but it does not follow that every believer is necessarily filled with the Spirit at all times. All believers are urged by Scripture to ensure that they are increasingly yielded to the power, influence and control of the Holy Spirit dwelling within them.

## **Salvation By Christ Alone**

We believe that Jesus Christ is the way, the truth and the life, and that he provides the sole means by which men and women may come to salvation. The Christian faith is the only true religion, and adherence to any other belief cannot lead to salvation. Believers in Jesus Christ are required to display tolerance in their attitude towards those of other faiths, but also to seek to bring them to a true saving knowledge of him by prayer and evangelism.

## **Leadership of the Local Church**

We believe that a local church congregation should be led by two or more suitably gifted Elders. Whilst God created men and women in absolute equality, he also ordained that leadership in the family, within the context of marriage, and in the church, should be the functional responsibility of men. For this reason the Elders of the church are required to be men. The duly appointed Elders of the church are the under-shepherds of Christ, and they

must exercise their leadership of the local church in accordance with the character of Christ's own leadership of the Universal Church. They are to love the members of the church and to give themselves in their service, working to present them to Christ as holy and blameless. In turn the members of the church are required to submit themselves to the leadership of the Elders, in so far as such leadership is exercised in accordance with the Scriptures. Members of the church with appropriate gifts and character, both men and women, may be set apart as Deacons to serve particular needs arising in the life of the church.

### **Every Member Ministry**

We believe that every member of the church is called by God to utilise their gifts by ministering to other members of the church. The provision of teaching and pastoral care within the life of the church is not the sole responsibility of the Elders and Deacons. We believe that every believer is a priest who enjoys direct access to God and is able to minister to others. The Elders and Deacons of the church are believers who have been appointed by the members of the church to provide pastoral leadership of the congregation, in recognition that they are suitable in character and gifts to undertake such responsibilities.

Registered No

Christ Church Liverpool

*Memorandum and Articles of Association*

---

**Names & Addresses**

**Signed**

**Witnessed**

**of Subscribers**

Rev'd Andrew Richard Evans  
4 Rowen Court  
Elmar Road  
Aigburth  
Liverpool  
L17 0EJ

Rev'd Stephen Palframan  
20 Woodlands Road  
Aigburth  
Liverpool  
L17 0AW

Mr Maurice Robert McCracken  
29 Lugard Road  
Aigburth  
Liverpool  
L17 0BA

Dr Jeremy David Clark  
9 Wingate Road  
Aigburth  
Liverpool  
L17 0AY

Dr Thomas Geoffrey Askew  
18 Herondale Road  
Allerton  
Liverpool  
L18 1LA

Mr Martin Gilmour  
19 Langham Avenue  
Aigburth  
Liverpool  
L17 4LA

---

**Dated**