

**THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

COMPANY NUMBER : 96243

Memorandum and Articles of Association of

THE IONA COMMUNITY

(incorporated the 4th December 1985)

(as amended by resolution dated 23 May 2020)

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

THE IONA COMMUNITY

This print incorporates all alterations made to this Company's Memorandum of Association by filed resolutions and is lodged in compliance with the requirements of section 18(1) of the Companies Act 1985 or section 26(1) of the Companies Act 2006.

- 1) The name of the Company (hereinafter called "the Community") is "The Iona Community".
- 2) The registered office of the Community will be situated in Scotland.
- 3) The objects for which the Community is established are:-
 - (i) To receive and take over the assets and liabilities of the unincorporated body known as The Iona Community and of The Iona Community Fund administered by the Scheme of Administration dated Third, Fourteenth and Fifteenth November Nineteen hundred and thirty nine and referred to in the Declaration of Trust by The Reverend George Fielden Macleod and Others dated the Sixteenth and registered in the Books of Council and Session on the Twenty second both days of March Nineteen hundred and fifty one;
 - (ii) The establishment of new forms of christian worship, witness, prophecy, mission and service particularly but not exclusively for urban situations;
 - (iii) The training of adults, lay and clerical, for the mission of the church today and in particular the organising, staffing and administration of such work on Iona, the remainder of the UK and overseas, in accordance with the religious principles and teachings of the Iona Community;
 - (iv) Work amongst young people on Iona, Mull and the remainder of the U.K. and in particular the organising, staffing and administration of centres under the auspices and in accordance with the religious principles and teachings of the Iona Community.

And for the purposes foresaid:

- (a) To purchase or otherwise acquire and take over all or any part which the Community may lawfully acquire or take over of the property, assets, liabilities and engagements of any one or more companies, societies, associations or bodies having objects similar to those of the Community, and to amalgamate with any such companies, societies, associations or bodies.
- (b) To procure and provide information.
- (c) To produce, publish, distribute and generally promote any literature which promotes the objects of The Iona Community.
- (d) To arrange and provide for, or join in arranging and providing for the holding of exhibitions, meetings, conferences, classes and lectures.

- (e) In connection with the promotion of The Iona Community and its objects:-
- (i) to exchange, purchase, sell or distribute, books, periodicals, magazines, leaflets and items of religious or local historical, geographical, ecological, tourist or similar nature, stationery, equipment and products;
 - (ii) to exhibit, purchase or sell paintings, drawings, prints, craft articles or similar objects of art.
- (f) To promote, encourage and undertake research work, and to assist in the dissemination of research findings.
- (g) To obtain, collect and receive money and funds by way of contributions, donations, subscriptions, legacies, grants or any other lawful method.
- (h) To purchase, take on feu, lease, hire, take in exchange, and otherwise acquire any property and rights which may be advantageous for the purposes of the business of the Community.
- (i) To sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the business, property and rights of the Community.
- (j) To borrow money and give security for the payment of money by, or the performance of other obligations of, the Community or any other charitable body.
- (k) To make grants or loans (with or without security) to any other charitable body or charitable purpose, and to grant guarantees and contracts of indemnity on behalf of any such charitable body or charitable purpose.
- (l) To make, accept, endorse and execute promissory notes, bills of exchange and other negotiable instruments.
- (m) To invest the monies of the Community (either in the name of the Community or in the name of any reputable nominee on its behalf) in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
- (n) To employ and pay such persons as may from time to time be considered expedient for the furtherance of these objects, and to make provisions for pensions and other related benefits for such employees and former employees.
- (o) To do anything which may be deemed incidental or conducive to the attainment of any of the objects of the Community.

Provided that the Community shall not support with its funds any object or endeavour to impose on or procure to be observed by its members or others any regulation, restriction or condition which if an object of the Community would make it a Trade Union.

Provided also that in case the Community shall take or hold any property subject to the jurisdiction of any competent educational religious or charitable authority, the Community shall not sell, mortgage, charge or lease the same without such authority, approval or consent, as may be required by law, and

as regards any such property the council of Management or Governing Body of the Community shall be chargeable for such property as may come in to their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as such council of Management or Governing Body would have been if no incorporation had been effected, and the incorporation of the Community shall not diminish or impair any control or authority exercisable by the Court of Session or any Court of competent jurisdiction or other authority having jurisdiction in the matter over such council of Management or Governing Body, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Community were not incorporated. In case the Community shall take or hold any property which may be subject to any trusts, the Community shall only deal with the same in such manner as allowed by law having regard to such trusts.

- 4) The income and property of the Community which, whencesoever derived, shall be applied solely towards the promotion of the objects of the Community as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the Community.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Community, or to any member of the Community, in return for any service actually rendered to the Community, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent, or reasonable and proper rent for premises let by any member to the Community; but so that no member of the Council of Management or Governing Body of the Community shall be appointed to any salaried office of the Community, or any office of the Community paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Community to any member of such Council of Management or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises let to the Community. Provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council of Management or Governing Body may be a Member and in which such Member shall not hold more than one-hundredth part of the capital, and such Member shall not be bound to account for any share or profits he may receive in respect of such payment.

- 5) The liability of the Members is limited.
- 6) Every member of the Community undertakes to contribute to the assets of the Community, in the event of the same being wound up while a Member, or within one year after membership ceases, for payment of the debts and liabilities of the Community contracted before cessation of membership, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One Pound Sterling.
- 7) If upon the winding up or dissolution of the Community there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Community, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Community and which shall prohibit the distribution of its or their income and property amongst its or their Members to an extent at least as great as is imposed on the Community under or by virtue of Clause 4 hereof, such institution or

institutions to be determined by the members of the Community at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable project.

- 8) True accounts shall be kept of the sums of money received and expenses by the Community, and the matters in respect of which such receipt and expenditure take place, and of the property, credits and liabilities of the Community. Such accounts shall, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Community for the time being in force, be open to the inspection of the Members. Once at least in every year, the accounts of the Community shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

THE COMPANIES ACTS 1985

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

THE IONA COMMUNITY

This print incorporates all alterations made to this Company's Articles of Association by filed resolutions and is lodged in compliance with the requirements of section 18(1) of the Companies Act 1985 or section 26(1) of the Companies Act 2006.

The regulations contained or incorporated in Table C in the Companies (Tables A to F) Regulations 1985 made under the Companies Act 1985 shall apply to the Company except in so far as expressly excluded expressly or by implication varied by these Articles so far as such exclusion or variation is consistent with the statutory requirements.

Interpretation

1) In these Articles:-

"the Community" means the above-named company.

"the Council" means the Members elected as Directors for the time being hereby constituted to act as the council of management or governing body of the Community.

"Plenary" means a general meeting of the Community to which all Members are invited to discuss and settle the future direction, vision and priorities of the Community.

"Annual general meeting" means an annual general meeting of the Community, which will also be a plenary or part of a plenary.

"General meeting" means a general meeting of the Community called pursuant to Article 8 hereof, which will also be a plenary or part of a plenary, but where the business conducted is strictly limited to that contained in the notice of the general meeting.

"Member" means any person as determined by Articles 3, 4 and 5 hereof or any person otherwise explicitly designated by the Council as a member.

"the Secretary" means any person appointed to perform the duties of the Secretary of the Community.

"the Auditor" means the person or firm appointed from time to time to act as auditor of the Community within the provisions of the Act.

"the Act" means the Companies Act 1985 and shall, where the context so requires, include any statutory modification or re-enactment of any of the provisions thereof.

References in these Articles and in Table C to writing shall be construed to include references to any method of representing or reproducing words in a legible and non-transitory form.

Members

- 2) The number of Members with which the Community is registered is unlimited.
- 3) Membership is open to individuals who support the objects of the Community and who subscribe to the Rule of the Iona Community. Membership shall run from the date of the Member's formal admission (hallowing) and on the terms of Article 4 hereof and shall continue until terminated under one or other of the provisions of Article 5 hereof.
- 4) Applications for membership shall be in writing and signed by or on behalf of the applicant. Each application shall be considered by the Council who have the power to refuse an application for membership if it is believed that the individual does not subscribe to the aims of the Community or is unable to keep the Rule. The Secretary shall, upon the due completion by the applicant of the New Members' programme and hallowing, enter the name of such applicant in the books of the Community, and upon such entry such applicant shall become a Member.
- 5) Membership of the Community shall automatically terminate:-
 - (a) On the intimation to the Secretary of a member's wish to resign membership; or
 - (b) On the death of a Member; or
 - (c) At the end of the annual general meeting following the completion of the Members' annual 'With Us' process if the Member concerned has not, without good cause, completed the said process by the date fixed for its completion; or
 - (d) If the Council shall resolve to expel a Member, but subject to the right of such Member to appeal against the expulsion at the next Plenary of the Community.
- 6) No right or privilege of any Member shall be in any way transferable, but all such rights and privileges shall cease upon the Member ceasing to be such, whether by resignation, death or otherwise.

General Meetings

- 7) The Community shall in each year hold its annual general meeting as part of a plenary in addition to any other plenaries in that year, and shall specify the meeting as an annual general meeting in the notice calling it. Not more than fifteen months shall elapse between the date of one annual general meeting of the Community and that of the next. The annual general meeting shall be held at such time and place as the Council shall appoint, but not later than 30th November in each year.
- 8) The Council may, whenever it thinks fit, convene a general meeting. General meetings shall also be convened on such requisition or, in default, may be convened by such requisitionists as is provided by Section 368 of the Act, but with the additional provision that the quorum for such requisition shall be either (a) not less than twenty five Members or (b) not less than one-tenth of the total number of current Members, whichever is the greater.
- 9) Business may be conducted at any plenary but decisions at plenary which is not an annual or general meeting will only become binding on the Community as a whole if ratified at a subsequent annual or general meeting.

Notice of General Meetings

- 10) Not less than twenty-one days written notice (exclusive of the date on which it is posted and the day of the meeting) shall be given to all current Members of any

plenary of the Community. Such notice shall specify the time and place of the meeting, whether or not the meeting is also the annual general meeting or a general meeting and the nature of the business to be conducted thereat, and shall be posted to each current Member at the address last notified to the Community. Notice of every plenary which is also the annual general meeting shall also be given to the Auditor for the time being of the Community.

- 11) The accidental omission to give notice of a plenary to, or the non-receipt of notice by, any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

Proceedings at General Meetings

- 12) Notwithstanding any other provision in these Articles, express or implied, only the annual general meeting of the Community shall decide:
 - (a) Any alterations or amendments to the Memorandum of Association, the Articles of Association, and the Standing Orders of Council, and general meetings; or
 - (b) Any alteration or amendment to the Rule of the Iona Community or key operating principles; or
 - (c) The appointment of directors, Council members, committee members, and Iona Community representatives on the Iona Community Board; or
 - (d) The appointment of the Auditor.
- 13) No business shall be transacted at any plenary unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, a quorum shall be not less than ten percent of current Members, personally present, or such other number as the Community may from time to time determine.
- 14) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to exactly 14 days later at the same time and place, or to such other day and at such other time and place as the chairperson of the meeting may determine. An immediate notice of the reconvened meeting details must be sent by email or other rapid means of communication to all current members of the Community. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- 15) The Chair shall be taken by the Convenor of Council, the Vice-convenor, or another elected member of the Council, as agreed by the elected members of the Council present.
- 16) The convener may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 17) All resolutions to be discussed at an annual or general meeting seeking an amendment to the Articles or the Memorandum must be lodged with the Secretary

not less than six weeks before the date of the general meeting concerned and shall be notified to the Members not less than three weeks before the date of the meeting concerned. Such resolutions must have the names of both proposer and seconder, who shall each be a Member.

- 18) At any plenary not being the annual or a general meeting a resolution put to the vote shall be decided by a simple majority of Members entitled to vote. In the case of equality of votes the Convener shall have the casting vote. At any other plenary being the annual or general meeting resolutions shall be passed by the majority required by the Act.
- 19) If a poll be demanded, it shall be taken at such time and place and in such manner as the convener of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A poll may be demanded in accordance with the Standing Orders for the meeting, from time to time in force.
- 20) In the case of an equality of votes, whether on a show of hands or on a poll, the convener of the meeting shall be entitled to a second or casting vote.
- 21) The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than that upon which a poll has been demanded.
- 22) The proceedings at any annual or general meeting of the Community shall not be invalidated by the subsequent discovery of any defect in the appointment of any representative, or any defect in the qualification of any Member voting thereat.

Directors and Office-Bearers

- 23) There shall be twelve directors of the Community, who shall be appointed by the Appointments Panel as prescribed in Article 25. Eight of these shall be Members, and four shall be appointed from outwith the membership, although Associate Members will be eligible. The directors shall not receive any remuneration for their services as directors, but they shall be entitled to reimbursement of any expenditure reasonably incurred by them in carrying out their duties.
- 24) Unless otherwise approved by an annual general meeting, directors shall be appointed for a period of four years, after which they may be eligible for re-appointment for a further four-year period. After that period, they shall not be eligible for re-appointment until after a further period of one year.
- 25) The appointment of directors shall be carried out by an Appointments Panel, the membership of which shall be determined by the Council of the Community and ratified by Members at an annual general meeting. The Panel shall comprise five persons, at least three of whom shall be Members of the Community and at least one, but not more than two, of whom shall be from outwith the membership. The term of office of members on the Appointments Panel shall normally be four years, but may, with the approval of the annual general meeting, for the sake of continuity, be for a longer period of up to four further years. New directors will take up office immediately after the annual general meeting.

Council of the Community

- 26) Until the first annual general meeting of the Community, the Council shall consist of the subscribers of these Articles of Association and such other persons as shall be acceptable to them and shall have agreed in writing to act in this capacity.

- 27) The Council shall consist of the twelve directors appointed by the Appointments Panel and ratified at an annual general meeting.
- 28) Any casual vacancies that may occur within the Council shall be filled by the Appointments Panel, and any casual vacancies in bodies set up under Article [38] shall be filled by Council in consultation with the Appointments Panel. In all cases such co-opted persons will hold office up to the expiry date of the term of office of the person whom they are replacing and will then be eligible for reappointment for one further term.
- 29) In addition to the foregoing retirement provisions, the office of a member of the Council shall be vacated:-
- (a) If the member becomes bankrupt or makes any arrangement or composition with creditors;
 - (b) If the member becomes of unsound mind;
 - (c) If by notice in writing to the Community the member resigns from the Council;
 - (d) If the member ceases to hold office by reason of any order made under Section 295 to 299 (inclusive) of the Act; or
 - (e) If the member shall fail to attend four consecutive meetings of Council without providing an explanation acceptable to Council.

Powers and Duties of the Council

- 30) The Council shall be responsible for the planning and carrying out of the policy of the Community, and for the administration, management and control of the affairs and property of the Community, and generally may exercise all such powers of the Community and do on its behalf all such acts as may be exercised and done by the Community, and as are not by statute or by these Articles required to be exercised or done by the Community in plenary; subject nevertheless to the provisions of the Act or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Community in plenary. No regulation, however, made by the Community at an annual or general meeting shall invalidate any prior act of the Council which would have been valid if that regulation had not been made.
- 31) The Council shall appoint and employ such officers and staff as they consider necessary, and shall (subject to the provisions of the Memorandum of Association) regulate their duties and fix their salaries.
- 32) All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Community, shall be signed, drawn accepted, endorsed or otherwise executed, as the case may be, in such a manner as the Council shall from time to time determine.
- 33) The Council shall cause Minutes to be made in books provided for the purpose:-
- (a) Of all appointments of officers and staff made by the Council;
 - (b) Of the names of the members of the Council present at each meeting thereof; and

(c) Of all resolutions and proceedings at all meetings of the Council.

Proceedings of the Council

- 34) The Council shall meet at least two times in each year, and may adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Convener of the meeting shall have a second or casting vote.
- 35) The quorum necessary for the transaction of the business of the Council shall be fifty percent plus one, all of whom shall be directors.
- 36) The Convener, or in the Convener's absence the Vice-Convener, shall preside at meetings of the Council. In the absence of both the Convener and the Vice-Convener, the members of the Council present shall choose one of their number to be Convener of the meeting.
- 37) The continuing members of the Council may act notwithstanding any vacancy in their body.
- 38) The Council will set up two committees, one to deal with the Community's resources and the other to deal with matters relating to the movement. Each committee will comprise three directors and up to four other persons with relevant background and experience. Appointments will be made by the Council in consultation with the Appointments Panel. The terms of reference, including the term of office of members and the powers of these committees will be determined by the Council.
- 39) The Council shall have the power to set up such other committees and working, advisory or regional groups as it may deem appropriate from time to time, and shall determine their terms of reference, powers and duration. The membership of any such committee or group should not normally comprise more than seven persons. Appointments should be made by the Council in consultation with the Appointments Panel.
- 40) All bona fide acts done by any meeting of the Council or of any subsidiary committee or group, or by any person acting as a member of any of the foregoing, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid, or that he or she was disqualified, be as valid as if every such person had been appointed and was duly qualified to be a member of the relevant committee or group.

Secretary

- 41) The Secretary shall be appointed by the Council for such term, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Council.

Patron

- 42) The Council shall have the authority to appoint as Patrons of the Community, for such periods as it sees appropriate, persons who may be prepared to support the aims and objects of the Community. No voting rights shall attach to such position of Patron.

The Common Seal

- 43) The Common Seal of the Community shall not be affixed to any instrument except by the authority of the Council, and every instrument to which the Common Seal shall be affixed shall be signed by a director of the Community and shall be countersigned by the Secretary or by a second director or by some other person appointed by the Council for the purpose.

Accounts

- 44) The Council shall cause proper books of accounts to be kept with respect to:-
- (a) All sums of money received and expended by the Community and the matters in respect of which the receipt and expenditure takes place;
 - (b) All sales and purchases of goods by the Community; and
 - (c) The assets and liabilities of the Community.
- Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Community's affairs and to explain its transactions.
- 45) The books of account shall be kept at the registered office of the Community or at such other place as the Council shall think fit, and shall always be open to the inspection of the members of the Council.
- 46) The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Community shall be open to the inspection of Members not being members of the Council.
- 47) The Council shall from time to time in accordance with the Act, cause to be prepared and to be laid before the Community at the annual general meeting such profit and loss accounts, balance sheets and reports as are referred to in the Act.
- 48) A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Community at an annual general meeting, together with a copy of the auditor's reports, shall not less than twenty-one days before the date of the meeting be sent to all persons entitled under Article 10 to receive notice of such meeting.
- 49) Once at least in every year the accounts of the Community shall be examined and the correctness of the income and expenditure account and the balance sheet ascertained by the Auditor. Unless or until otherwise resolved by the Council, the accounting year shall run from 1st January to 31st December in each year.
- 50) The Auditor shall be appointed by the annual general meeting and the Auditor's duties regulated in accordance with Sections 384 to 394 (inclusive) of the Act.
- 51) The Iona Community originated within the Church of Scotland. Members of the Iona Community who are also members of the Church of Scotland remain subject to the ecclesiastical jurisdiction of the General Assembly of the Church of Scotland, as do all other members of the Iona Community remain subject to their respective denominations. In recognition of these historic links and in furtherance of the ecumenical objectives of the Community, the Church of Scotland has constituted the Iona Community Board as an advisory body to the Community and as a means whereby the Community reports to the General Assembly and to the British churches.

The Iona Community Board remains subject to the ecclesiastical jurisdiction of the General Assembly of the Church of Scotland.

Dissolution

- 52) Clause 7 of the Memorandum of Association of the Community shall have effect as if its provisions were repeated in these Articles.

As amended by Resolution to the AGM May 2020