

Constitution

of the

Scottish Charitable Incorporated Organisation

‘WESTHILL COMMUNITY CHURCH SCIO’

Version:2.3

Date: 28 June 2019

1. Type of organisation

This Church will, upon registration, be a Scottish Charitable Incorporated Organisation (SCIO).

2. Scottish principal office

The principal office of this Church will be and shall remain in Scotland.

3. Name

The name of this Church is “Westhill Community Church SCIO”, herein referred to as ‘this Church’.

4. Purposes

This Church is established for the advancement of the Christian faith and to provide public benefit.

This Church shall be evangelical in character and shall seek to proclaim in both word and action its adherence to the basis of faith set out in the creeds of the church, as expressed in the Statement of Faith appended to this Constitution.

5. Heritable Property and Shares

The heritable property and shares of this Church shall be vested in the Property Trustees of Westhill Community Church SCIO in trust for this Church. Save as provided in Articles 7, 19, 25, & 35 hereof, the Property Trustees shall be under no duty to take active part in the management of the property vested in them.

6. General Structure

1. The structure of this Church consists of:-
 - a) the Members, who have the right to attend members' meetings and have important powers under the constitution - in particular to appoint people to serve on the Vestry and take decisions on changes to the constitution;
 - b) the Vestry, who hold regular meetings, and generally control the activities of this Church, including its finances; the Rector shall be an ex officio member of the Vestry;
 - c) the Property Trustees – who are the legal owners of the heritable property of this Church.
2. The members of the Vestry and the Property Trustees (in so far as responsibilities are allocated to them by this Constitution) are Charity Trustees under the Charities and Trustee Investments (Scotland) Act 2005 (“the 2005 Act”) charged with the general control of this Church’s administration.

7. Powers

This Church has power to do anything which is calculated to further its purposes or is conducive or incidental to so doing. In particular, this Church shall have the following powers:

- a) to take such steps as may be deemed appropriate for the purpose of raising funds for this Church's activities;
- b) to accept grants, donations and legacies of all kinds, including heritable property and shares, (and to accept any reasonable conditions attaching to them)
- c) to apply the moveable property and funds of this Church in furtherance of the purposes;
- d) to purchase, take on lease, hire or otherwise acquire any property or rights which are suitable for this Church's activities;
- e) to improve, manage, develop, sell, donate or otherwise deal with all or any part of the property and rights of this Church;
- f) to invest the funds of this Church in any kind of investment (including an investment in heritable property where this is agreed by the Property Trustees); but such investment may only be made after the Vestry has had regard to the suitability of the proposed investment for this Church, and the need for diversification in so far as appropriate for this Church; before exercising any power of investment and when reviewing this Church's investments, the Vestry shall comply with the provisions of the 2005 Act, including consideration of whether proper advice requires to be obtained; the Vestry shall have the power to delegate its investment management function in accordance with the provisions of the 2005 Act;
- g) to borrow money and to give security in support of any such borrowings by this Church;
- h) to employ such staff as are considered appropriate for the proper conduct of this Church's activities, and to make reasonable provision to secure the payment of pension and/or benefits for members of staff, ex-members of staff and their dependents;
- i) to appoint suitable persons to positions of responsibility, such as worship leaders; for the avoidance of doubt, provided that the arrangement between such persons and this Church does not constitute a contract of employment and subject to the terms of any contract between them and this Church, the Rector in consultation with the Leadership Team shall have the right to require their dismissal;
- j) to engage such consultants and advisers as are considered appropriate from time to time;
- k) subject to relevance to the purposes as the Vestry shall see fit, to pay, or contribute towards, the cost of participation by the Rector, any Assistant Clergy, any other employee of this Church or any Member of this Church in any programme of continuing professional development, training course, project or any conference or the like;
- l) as the Vestry shall see fit, to pay, or contribute towards, the cost of any work which the Rector or any Assistant Clergy undertakes for the advancement of the Christian faith;
- m) to liaise with other churches, voluntary sector bodies, local authorities, United Kingdom or Scottish Government departments or agencies, international organisations and other bodies, all with a view to furthering the purposes;
- n) to establish and/or support any other charitable body and to make donations to such bodies and individuals for any charitable purpose falling within the purposes; for the avoidance of doubt, such support or donations may be given to bodies or persons domiciled outside Scotland;
- o) to form any charitable body with purposes similar to those of this Church and, if considered appropriate, to transfer to any such body (without any payment being required from the body) the whole or any part of this Church's assets and undertaking;
- p) to ensure that at all times this Church has episcopal guidance from a Bishop (i) who serves in a church which is Anglican in form and (ii) who assents to the statement of faith appended

to this Constitution; the authority of such Bishop shall not, however, extend to any matter which is within the scope of the 2005 Act;

- q) to make such reasonable payments as the Vestry shall determine towards the support of the above-mentioned Bishop and of the Bishop's work.

8. Limitation on private benefits

The income and property of this Church shall be applied solely towards promoting the purposes as set out in Article 4. Except as provided below, no part of the income or property of this Church may be paid or transferred (directly or indirectly) to the Charity Trustees. This shall not prevent any payment made in good faith representing:

- a) reasonable and proper remuneration to any person for any goods or services supplied to this Church, having regard to Article 22;
- b) reasonable and proper out-of-pocket expenses; reasonable and proper interest on money lent to this Church by a Charity Trustee or any other person;
- c) reasonable and proper rent for premises let to this Church by a Charity Trustee or any other person;
- d) a payment made to any Charity Trustee or other officer under the indemnity provisions set out in Article 31;
- e) reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 31.

9. Membership

1. The Members of this Church shall be

- a) the Rector and any Assistant Clergy; and
- b) the Property Trustees; and
- c) the communicants of not less than sixteen years of age whose names are on the Membership List of this Church.

2. The Membership List of this Church shall comprise:

- a) those members of Westhill Community Church, as constituted immediately before the establishment of this SCIO, who agreed in writing to transfer their names to the Membership List of this Church; and
- b) those who agree with and support the purposes of this Church as stated in Article 4, and whose written application for membership has been accepted by the Vestry,

excepting those who have subsequently ceased to be Members.

3. The Vestry may, at any time, issue a notice to the Members requiring them to confirm that they wish to remain on the Membership List, and allowing them a period of 28 days to provide that confirmation in writing to the Vestry secretary. The notice shall state that failure to provide confirmation within the 28 day period may result in a Member being removed from the Membership List. The Vestry may remove from the Membership List a member who does not provide the required confirmation within the 28 day period.

4. The Vestry has the right to remove from the Membership List any Member who seriously impedes or undermines this church in the furtherance of its purposes, providing that the following procedures have been observed:

- a) at least 14 days' notice of the intention to remove has been given to the Member concerned and to the members of the Vestry, specifying the grounds for the proposed removal;
- b) the Member concerned has been given the opportunity to make representations at the Vestry meeting at which the decision is to be taken.

Removal from the Membership List on these grounds shall require the unanimous vote of Vestry members present or voting at the meeting. The reasons for such removal shall be recorded in the minutes of the Vestry meeting.

5. The Vestry may at any time accept an application for reinstatement by a person who has been removed from membership, if satisfied that the issue which caused them to be removed has been resolved sufficiently.
6. The Vestry shall maintain and keep under review a register of Members. That register shall contain, for each current Member, the Member's name and address and the date on which they were registered as a Member. The register of Members must be updated within 28 days of the Vestry receiving notice of any change. If any person ceases to be a Member, their name and the date on which they ceased to be a Member must be retained on the register of Members for at least 6 years from the date their membership ceased. A person may withdraw from membership by notifying in writing the Vestry Secretary.
7. For the avoidance of doubt, it is affirmed that, notwithstanding the limitation of membership to those who are at least 16 years old, children below that age who attend this Church are fully part of the congregation. All decisions which are taken about the running of this Church must give to the needs of those children a priority which is at least equal to that given to the needs of Members.

10. Annual Meeting

Once in every year, within three months after 30th September a Meeting of the Members of this Church shall be summoned by the Vestry and notice thereof shall be given during Divine Service on the three Sundays immediately preceding such Meeting: the Meeting may be held on the Sunday on which the notice has been given for the third time. The accidental omission to give notice of a meeting to one or more Members shall not invalidate the proceedings at that meeting. The Rector, if present, shall preside but in his/her absence, or during a vacancy, the Meeting shall elect its own Chair. Thirty shall be a quorum. In the event that a quorum is not present the meeting shall stand adjourned to a date not less than twenty-one days later, when the Members there present shall constitute a quorum.

11. Business at Annual Meeting

1. It shall be the duty of the Members of this Church at the Annual Meeting
 - a) to elect from among the Members the required number of persons within the limits hereinafter specified to act as members of Vestry;
 - b) to appoint an independent examiner or auditor as required by the Charities Accounts (Scotland) Regulations 2006 as amended or superseded from time to time to examine or audit the accounts and report thereon declaring that in the event of a vacancy arising in the office of independent examiner or auditor between Annual Meetings, the Vestry shall appoint an interim independent examiner or auditor who shall hold office until the next Annual Meeting;
 - c) to receive the Report and Accounts of the Vestry; and

- d) to deal with any other competent business of which notice has been given to the Vestry Secretary not less than fourteen days before the meeting. The chair of the meeting may, in exceptional circumstances and on cause shown, allow the discussion of business of which such notice has not been given within the prescribed timescale but no vote may be held and no binding decisions may be taken in relation to business of which less than 14 days' notice has been given.
2. Unless otherwise determined by the Vestry, the names of all candidates for election together with the names of their proposers and seconders shall be lodged with the Chair prior to the commencement of the meeting; no speeches in connection with the elections shall be permitted and all elections, if contested, shall be conducted by secret ballot.
3. A vote shall be held even if the number of candidates nominated does not exceed the number of vacancies. No candidate shall be elected unless they have received the support of a simple majority of those present at the Annual Meeting plus any proxy and postal votes.

12. Special Meetings

Special Meetings of the Members of this Church may be called at any time by the Rector or at the request of either a simple majority of the Vestry or not less than fifteen Members given in writing addressed to the Vestry Secretary. The same notice of Special Meetings shall be given as in the case of Annual Meetings (and the accidental omission to give notice to one or more Members shall not invalidate the proceedings at any such meeting). The notice shall specify the purpose for which the Special Meeting is to be held. The meeting must be held within eight weeks of the delivery of the request to the Vestry Secretary. The Rector, if present, shall preside but in his/her absence, or during a vacancy, the Meeting shall elect its own Chair.

13. Voting at Members' meetings

1. Every Member has one vote, which must be given in person unless a proxy or postal vote has been arranged.
2. The Vestry may (i) arrange for proxy and postal voting for Members who are unable to attend the meeting and (ii) appoint one or more independent scrutineers.
3. All decisions at Members' meetings will be made by a simple majority vote, with the exception of the types of resolution listed in paragraph 4.
4. The following resolutions will be valid only if passed by not less than two thirds of those voting on the resolution at a Members' meeting or if passed by way of a written resolution under Article 15:
 - a) a resolution amending the constitution;
 - b) a resolution dismissing the Rector or Assistant Clergy under Article 27;
 - c) a resolution directing the Vestry to take any particular step or directing the Vestry not to take any particular step;
 - d) a resolution approving the amalgamation of the organisation with another charity or approving the constitution of the new charity to be constituted as the successor pursuant to that amalgamation;
 - e) a resolution to the effect that all of the organisation's property, rights and liabilities should be transferred to another charity, or agreeing to the transfer from another charity of all of its property, rights and liabilities;
 - f) a resolution for the winding up or dissolution of the organisation.

5. If there are an equal number of votes for and against any resolution, the Chair of the meeting will be entitled to a second (casting) vote.
6. A resolution put to the vote at a Members' meeting will be decided on by a show of hands - unless the Chair, or at least two other Members present at the meeting, asks for a secret ballot.
7. The Chair will decide how any secret ballot is to be conducted, and he/she will declare the result of the ballot at the meeting.

14. Variation of Periods of Notice of Meetings

Notwithstanding Article 33 hereof the Vestry may, if satisfied that special circumstances have arisen, authorise the holding of the Annual Meeting outwith the time specified in Article 10 and the giving of shorter notice of meetings than that specified in Articles 10, 12 and 33.

15. Written resolutions by Members

A resolution agreed to in writing by all the members will be as valid as if it had been passed at a members' meeting; the date of the resolution will be taken to be the date on which the last member agreed to it.

16. Informal meetings

For the avoidance of doubt, informal meetings of this Church may be convened by the Vestry at any time but such meetings shall have no power to hold any kind of vote or to take any binding decision.

17. Vestry

1. The Vestry shall be composed of the Rector and not more than twelve or fewer than five Members of this Church, appointed in the manner set out in this Constitution.
2. Members of the Vestry shall be elected at an Annual Meeting of this Church for a three year term. At the expiry of such term the individual shall be eligible for re-election for one further three year term. Thereafter that individual shall not be eligible for re-election at the Annual Meeting of this Church next following the completion of (or resignation during) their second consecutive term of service, or if such be the case their ceasing to be a member of the vestry. Notwithstanding that Members are elected for a three year term, at each Annual Meeting of this Church commencing from the date on which this constitution is adopted sufficient elected members of the Vestry shall retire so as to ensure that there shall be no fewer than three vacancies for election at the Annual Meeting. The retiring members of Vestry shall be selected on the basis of the longest continuous service as an elected member of the Vestry. In the event of there being an equality of seniority then the retiring member(s) shall be selected by lot.
3. Casual vacancies in Vestry membership occurring between Annual Meetings of this Church may be filled by the Vestry until the next Annual Meeting of this Church.
4. Property Trustees are not eligible to be appointed or to serve as members of Vestry.

5. The Vestry may at any time co-opt Members of this Church, based on their specialist experience and/or skills. At each Annual Meeting, co-opted Members shall retire, but shall be eligible for re-appointment by the Vestry. Co-opted Members are not eligible to vote at Vestry meetings.
6. Seven members of the Vestry shall constitute a quorum at a meeting of the Vestry. Every member of the Vestry shall have one vote.
7. Special Meetings of the Vestry may be called at any time at the request of three Vestry members by notice in writing stating the subject matter of the meeting and the notice being addressed to the Vestry Secretary and the Rector and giving at least fifteen days' notice (unless the Vestry consents to a shorter period of notice), or at the request of the Rector.
8. A resolution in writing signed by a simple majority of the members of Vestry shall be as valid and effectual as if it had been passed at a meeting of the Vestry duly convened and held. The resolution in writing may comprise several documents containing the text of the resolution in like form, each signed by one or more members of Vestry.
9. The members of the Vestry from time to time shall be considered Charity Trustees of this Church and have the consequent duties and responsibilities arising from that position.
10. The Vestry shall meet at least four times a year, and the Chair, who shall have a casting but not a deliberative vote, shall be the Rector, or in the case of his/her absence or in the event that (and for so long as) he/she wishes to relinquish this role, a member elected by the Vestry.

18. Removal and resignation of Vestry members

1. In respect that the functions of the members of the Vestry constitute them as Charity Trustees for the purposes of the 2005 Act, any person who is disqualified from acting as a Charity Trustee in terms of that Act shall be disqualified from being, or being a candidate for election as, a Vestry member. Any Vestry member who becomes disqualified in that way shall no longer be a member of Vestry.
2. Vestry members may also be removed from Vestry membership if they:
 - a) are in serious or persistent breach of their duties under section 66(1) or (2) of the 2005 Act; or
 - b) are unable to fulfil their responsibilities over a prolonged period as a result of physical or mental incapacity; or
 - c) cease to be a Member of this Church.

Such removal from Vestry membership shall require the unanimous vote of the other Vestry members at a meeting of the Vestry after giving the Vestry member concerned an opportunity to make representations. The reasons for such removal shall be recorded in the minutes of any such meeting.

3. Providing it will not cause the total number of Charity Trustees to fall below three, an individual may withdraw from his or her position as a member of the Vestry by notifying in writing the Vestry Secretary.

19. Duties of Vestry

1. The Vestry shall ensure that the needs of this Church in regard to mission work at home and overseas may receive the interest and support of the Members. The Vestry shall generally assist the Rector in every way in its power in all matters affecting the spiritual welfare of this Church.
2. The Vestry shall have charge of the fabric and property of this Church, and of any other property which may be acquired in connection with this Church, as well as all gifts and bequests for endowment, charity or other purposes which may accrue to this Church from time to time. They shall be bound to keep the buildings and properties in repair and insured against fire and other risks including public liability, and to discharge all property burdens and responsibilities, including the safe custody of the church plate, registers and other documents.
3. The Vestry may only apply the property and funds of this Church in furtherance of this Church's charitable purposes.
4. The Vestry shall be entitled to borrow funds on behalf of this Church subject to the following conditions:
 - a) the Property Trustees shall agree in advance any loan to be used for the purchase of heritable property;
 - b) each loan shall be on terms that are approved in advance by the Vestry;
 - c) each loan shall be on terms that are recorded in writing in a loan agreement prior to it being accepted;
 - d) each such loan agreement shall be signed (i) by the lender; and (ii) on behalf of this Church by two members of the Vestry;
 - e) each loan shall incorporate a provision whereby the lender acknowledges that the Vestry and its members act only as trustees of this Church and that the recourse of the lender against this Church, the Vestry and/or its members for the enforcement of any liabilities or obligations of the Vestry or this Church under and in relation to the loan is limited to the extent of the value of the assets from time to time held on behalf of this Church;
 - f) each such loan agreement shall stipulate that the lender shall not be entitled to assign its rights to any other person, firm or company without the prior written consent of the Vestry;
 - g) the Treasurer shall ensure that copies of all loan agreements are made available for inspection by any member of the Vestry at all reasonable times.
5. The Vestry may agree to and may procure the granting of security over assets held on behalf of this Church to secure borrowing on behalf of this Church.
6. The Vestry shall ensure that proper minutes are kept in relation to all Members' meetings. Minutes of Members' meetings must include the names of those present and should be signed by the Chair of the meeting.
7. The Vestry should take cognisance of good practice guidance that may be issued by the Office of the Scottish Charity Regulator ("OSCR") from time to time in relation to issues of practice or procedure affecting the Vestry's activities and responsibilities.

20. Office-bearers to be appointed by the Vestry

1. The Vestry shall appoint a Secretary and a Treasurer. The offices of Secretary and Treasurer should not normally be combined. The Secretary and Treasurer appointed by the Vestry, if Members of this Church, shall be ex-officio members of the Vestry and shall be entitled to vote. The Rector shall not be appointed to either office.

2. It shall be the duty of the Secretary to:
 - a) ensure the keeping of minutes of the proceedings of the Vestry and of the meetings of the Members of this Church;
 - b) exhibit same when called upon to any member of the Vestry;
 - c) issue notices of meetings;
 - d) conduct necessary correspondence;
 - e) discharge such other functions as may be assigned by this Constitution; and generally
 - f) conform to instructions received from the Vestry and comply with all applicable statutory and other legal obligations.
3. It shall be the duty of the Treasurer to:
 - a) prepare and keep the accounting records of this Church;
 - b) arrange the preparation of annual accounts, and submit them to the independent examiner/auditor appointed in terms of Article 11 hereof;
 - c) ensure lodgement in a bank or building society, in an account opened in name of this Church for that purpose and operated in such manner as the Vestry may direct, all monies received by him/her on behalf of this Church;
 - d) exhibit when called upon his/her accounting records to any member of the Vestry; and generally
 - e) conform to instructions received from the Vestry and comply with all applicable statutory and other legal obligations.
4. The signatures of two signatories who are Members of this Church and appointed by the Vestry shall be required in relation to all operations (other than the lodging of funds) on the bank and building society accounts held by this Church; at least one out of the two signatories must be a member of the Vestry.

21. Annual Report of the Vestry

The Vestry shall, at the Annual Meeting of this Church, present a written report upon its transactions during the preceding year, including this Church accounts under its charge. The report and accounts, with the independent examiner's/auditor's report thereon, shall be made available to the Members before, at or after the Annual Meeting and a copy shall be provided to any Member upon request to the Treasurer. A copy of the accounts and of any other written reports submitted to the Annual Meeting shall be appended to the minutes of the Annual meeting.

22. Remuneration for Services – Vestry members

Vestry members may be remunerated for services provided to the Church but only if any such remuneration for services satisfies the provisions of the 2005 Act as amended or superseded from time to time and any such remuneration shall be decided in accordance with the provisions of Article 23.

23. Conflict of interest

1. Any decision by the Vestry as to remuneration, contract, arrangement or other personal benefit received by a Vestry member and any discussion on such items shall take place in the absence of the Vestry member concerned and shall be made in accordance with the provisions relating to remuneration in the 2005 Act as amended or superseded from time to time.

2. Vestry members shall declare any conflict of interest and the Secretary, or other Vestry member, shall keep a record of conflicts of interest and any Vestry member with a conflict of interest shall refrain from participating in any deliberation or decision of the Vestry with respect to the matter in question. Where there is any doubt as to whether a conflict has arisen or may arise, appropriate professional advice should be sought.

24. Register of Charity Trustees

The Vestry shall maintain and keep under review a register of Charity Trustees, being each member of the Vestry (including the Rector) and the Property Trustees. That register shall contain, for each serving Charity Trustee, (i) his or her full name and address, (ii) the date on which he or she became a Charity Trustee, and (iii) any office held by him or her in this Church. The register of Charity Trustees must be updated within 28 days of the Vestry receiving notice of any change. If any person ceases to be a Charity Trustee, their name, any office held by them, and the date on which they ceased to be a Charity Trustee must be retained on the register of Charity Trustees for at least 6 years from the date on which they ceased to be a Charity Trustee.

25. Appointment of Rector or any Assistant Clergy

1. The Rector and any Assistant Clergy shall be persons who affirm the Christian faith as expressed in the Apostles' Creed. They must also assent to this Constitution and the appended Statement of Faith.
2. The appointment of the Rector shall rest with the Vestry and the Property Trustees, in consultation with the Leadership team. They shall ensure that any vacancy in the position of Rector is filled with the minimum of delay.
3. The appointment of Assistant Clergy shall rest with the Vestry in consultation with the Rector and the Leadership Team.
4. The Rector shall appoint a Leadership Team from among the Members of this Church, who will assist the Rector and any Assistant Clergy with their spiritual ministry.
5. The Rector and any Assistant Clergy shall be employed by this Church. The Vestry shall not purport to give instructions to the Rector or Assistant Clergy about the manner in which they exercise their spiritual ministry. The Rector and Assistant Clergy shall be entitled to decline to discuss confidential pastoral matters with the Vestry.
6. The Rector and any Assistant Clergy shall have a written contract of employment, agreed between them and the Vestry. The contract shall specify *inter alia* the remuneration (including any housing allowance if applicable) and its manner of payment, pension contributions, arrangements for pastoral care of the employee, and the latest age of retirement which shall not be more than seventy years of age.
7. For the avoidance of doubt, it is acknowledged that the Rector and Assistant Clergy as employees, and this Church as employer, shall have all the rights and remedies usual in a contract of employment.
8. No person shall, by reason only of them being a Property Trustee or a member of the Vestry, be deemed responsible personally for payment of salary or pension contributions.

26. Resignation of Rector or Assistant Clergy

If the Rector or Assistant Clergy shall desire to resign, he/she must give at least three months' notice of such intention in writing to the Vestry. During the interval he/she shall be responsible for the usual duties, except with the sanction of the Vestry.

27. Enforced demission of Rector or Assistant Clergy

1. The Rector or Assistant Clergy shall cease to be employed if:
 - a) they renounce or forsake communion with the Anglican Church; or
 - b) they become disqualified from being a Charity Trustee under the 2005 Act or they are in serious or persistent breach of their duties as Charity Trustees under section 66(1) or (2) of the 2005 Act; or
 - c) they are absent without the written consent of the Vestry for more than six weeks in any consecutive period of twelve months; or
 - d) they are unable to fulfil the responsibilities of ministry over a prolonged period as a result of physical or mental incapacity; or
 - e) there has been an irretrievable breakdown of the pastoral relationship between them and the Members of this Church,

in accordance with the terms of their contract.

2. Enforced demission of the Rector or Assistant Clergy shall require a resolution of the Members passed at a Members' meeting in accordance with Article 13. Following such resolution, the Vestry shall proceed to a new appointment as if the vacancy had occurred by resignation, taking immediate effect.

28. Participation in other organisations

Subject to compatibility with the purposes, it shall be competent for this Church to join, participate in or become affiliated to - but not to become incorporated into - any other body including, without prejudice to the foregoing generality, any Anglican province, diocese, network or the like, provided that it has a clearly stated basis of faith which is consistent with the Statement of Faith appended to this Constitution.

29. Confidentiality

All matters private to this Church or to individual Members shall be treated by all Members as strictly confidential.

30. Dispute resolution

If a disagreement or dispute arises between Members about any matter pertaining to this Constitution, all reasonable efforts shall be made to achieve a resolution informally by mediation, by Alternative Dispute Resolution procedure or otherwise. Any disagreement or dispute between Members as to the terms or application of this Constitution which cannot be resolved informally in that way within two calendar months shall be referred to arbitration in terms of the Arbitration (Scotland) Act 2010 and conducted in terms of the Scottish Arbitration Rules set out in Schedule 1 to that Act. The arbitrator shall be a member of the Scottish Arbitration Centre or of the Chartered Institute of Arbitrators and his or her identity shall be agreed at a Special Meeting of the Members

called for the purpose. Failing agreement at such a Special Meeting, the arbitrator shall be appointed by the Scottish Arbitration Centre on the written application of the Vestry. The seat of the arbitration shall be in Scotland. The language to be used in the arbitration proceedings shall be English.

31. Indemnity

1. Every Property Trustee, member of Vestry or other officer of this Church shall be indemnified (to the extent permitted by law) out of the assets of this Church against any loss or liability which he or she may sustain or incur in connection with the execution of the duties of his or her office, that may include (without prejudice to that generality, but only to the extent permitted by law), any liability incurred by him or her in defending civil or criminal proceedings in which judgment is given in his or her favour, or in which he or she is acquitted, or any liability in connection with an application in which relief is granted to him or her by the court from liability for negligence, default or breach of trust, in relation to the affairs of this Church.
2. This Church shall be entitled to purchase and maintain for any Property Trustee or member of Vestry, or other authorised person of this Church, insurance against any loss or liability which such individual may sustain or incur in connection with the execution of his or her duties, to the extent permitted by law.

32. Notices

All notices which are required to be given in connection with this Constitution shall be given prominently and in a way which is likely to come to the attention of all Members in accordance with any timescale prescribed in this Constitution. It shall be sufficient if notices are published in a notice sheet distributed to the congregation at the Sunday morning service or in a way which meets the requirements of any applicable legislation.

33. Alterations in Constitution

Alterations in this Constitution may be made by a Resolution passed at a Special Meeting of the Members of this Church by a majority of two-thirds of those present and voting, confirmed at a Special Meeting held not sooner than one nor later than three calendar months thereafter by a simple majority of those present and voting. The notice calling such meetings shall specify their purpose and shall state where a copy of the suggested alteration may be inspected. Any such alteration must be notified or consented to by OSCR in accordance with the 2005 Act as amended or superseded from time to time.

34. Custody and Registration

This Constitution shall be retained by the Vestry. A copy shall be engrossed in the minute book and a docquet shall be signed therein by the Rector and Assistant Clergy upon entering office, declaring their willingness to abide thereby. Any Member may obtain a copy on payment of the cost thereof to the Treasurer. Any person may request this Church to provide them with a copy of the Constitution and this Church's most recent statement of account in terms of section 23 of the 2005 Act and any such request, if reasonable, should be implemented by this Church upon payment to the Treasurer of the cost of supplying the document. Titles or other original documents referring to the property and assets of this Church shall be held by the Vestry, and an inventory of them engrossed in the minute book for convenience of reference.

35. Possible Extinction of Church

1. If it appears to the Vestry and the Property Trustees that it is impossible in any reasonable way to continue to maintain this Church, this SCIO shall be wound up or dissolved by a resolution of the Members passed at a Members' meeting in accordance with Article 13.
2. Any surplus assets available to this Church immediately preceding its winding up or dissolution shall be applied for the charitable purpose of the advancement of the Christian faith (or such other purposes which are the same as or which resemble closely the purposes of this Church) in whatever way the Vestry and the Property Trustees deem appropriate.
3. The winding-up or dissolution process will be carried out in accordance with the procedures set out under the 2005 Act and with the agreement of OSCR.

36. Interpretation

1. In this Constitution
 - a) "charity" means a body which is either a "Scottish charity" within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005 or a "charity" within the meaning of section 1 of the Charities Act 2011, providing (in either case) that its purposes are limited to charitable purposes;
 - b) "charitable purposes" shall mean charitable purposes as defined in section 7 of the Charities and Trustee Investment (Scotland) Act 2005 as amended from time to time which is also regarded as a charitable purpose in relation to the application of the Taxes Acts from time to time in force;
 - c) "in writing" includes email.
2. Any reference to legislation shall include reference to any statutory successor to that legislation which is enacted, adopted or made after the date of this Constitution.
3. The provisions of this Constitution including the appendix shall be interpreted in good faith in accordance with the ordinary meaning to be given to its terms in their context and in light of its purpose.

Appendix - Statement of Faith

This Statement of Faith sets out the core beliefs of Westhill Community Church. This Church believes in:

- The one true God who lives eternally in three persons – the Father, the Son, and the Holy Spirit;
- The love, grace and sovereignty of God in creating, sustaining, ruling, redeeming and judging the world;
- The divine inspiration and supreme authority of the Old and New Testament Scriptures, which are the written word of God – fully trustworthy for faith and conduct;
- The dignity of all people, made male and female in God’s image to love, be holy and care for creation, yet corrupted by sin, which incurs divine wrath and judgement;
- The incarnation of God’s eternal Son, the Lord Jesus Christ - born of the Virgin Mary; truly divine and truly human, yet without sin;
- The atoning sacrifice of Christ on the cross: dying in our place, paying the price of sin and defeating evil, so reconciling us with God;
- The bodily resurrection of Christ, the first fruits of our resurrection, his ascension to the Father, and his reign and mediation as the only saviour of the world;
- The justification of sinners solely by the grace of God through faith in Christ;
- The ministry of God the Holy Spirit, who leads us to repentance, unites us to Christ through new birth, empowers our discipleship and enables our witness;
- The Church, the body of Christ both local and universal, the priesthood of all believers – given life by the Spirit and endowed by the Spirit’s gifts to worship God and proclaim the gospel, promoting justice and love;
- The personal and visible return of Jesus Christ to fulfil the purposes of God, who will raise all people to judgement, bring eternal life to the redeemed and eternal condemnation to the lost, and establish a new heaven and new earth.