

COMPARISON OF CONSTITUTIONS

Draft C of New Constitution as submitted to OSCR for consent	Existing Constitution (last amended 12 December 2004)
<p>ST MICHAEL AND ALL ANGELS' CHURCH, HELENSBURGH</p> <p>(Scottish Charity Number: SC006468)</p> <p>CONSTITUTION</p> <p>1. Charge</p> <p>The Charge shall be an Incumbency known by the name of St Michael and All Angels' Church, Helensburgh in the United Diocese of Glasgow and Galloway of the Scottish Episcopal Church.</p>	<p>THE CHURCH OF St Michael and All Angels CONSTITUTION</p> <p>1. Charge</p> <p>The charge shall be an Incumbency known by the name of St Michael and All Angels situated at Helensburgh in the United Diocese of Glasgow and Galloway of the Scottish Episcopal Church (hereinafter referred to as the Scottish Church).</p>
<p>2. Charitable Status</p> <p>The Charge is established for exclusively charitable purposes, primarily for the advancement of religion and to provide public benefit. (The expression "charitable purposes" shall mean a charitable purposes as defined in section 7 of the Charities and Trustee Investment (Scotland) Act 2005 as amended from time to time ("the 2005 Act") which is also regarded as a charitable purpose in relation to the application of the Taxes Acts from time to time in force.)</p>	
<p>3. Authority and Limitation of Constitution</p> <p>The Charge shall form part of the Scottish Episcopal Church, and the Clergy, Congregation and all Officials thereof shall be subject to the Canons of that Church in force from time to time.</p>	<p>2. Authority and Limitation of Constitution</p> <p>The charge shall form part of the Scottish Church, and the clergy, congregation and all Officials thereof shall be subject to the canons of that church in force from time to time.</p>

<p>4. Objects</p> <p><i>The primary object of the church and its congregation is to share our experience of God's love with all whom we come into contact through our worship, our fellowship, our welcoming and non-judgemental attitude and our involvement with the local community as individuals and as a church congregation.</i></p> <p><i>The second object of the congregation is to grow spiritually.</i></p>	
<p>5. Heritable Property</p> <p>The heritable property of the Charge shall be vested in the Trustees of the Diocese ("the Property Trustees") in trust for the Charge. Save as hereinafter provided in Article 29 hereof, the Property Trustees shall be under no duty to take active part in the management of the property vested in them, and shall have no personal responsibility in regard thereto, but may rely upon the proper management thereof by the Vestry, and the Property Trustees shall be indemnified out of the funds of the Charge against any liability undertaken or incurred by them.</p>	<p>3. Trustees</p> <p>The heritable property of the charge shall be vested in the Bishop, Dean, Chancellor and Registrar, all of the Diocese ex officii, in-trust for the charge, save as hereinafter provided in article 23 hereof and subject to article 25 hereof. The Trustees shall be under no duty to take any active part in the management of the property vested in them, and shall have no personal responsibility in regard thereto, but may rely upon proper management thereof by the Vestry, and the Trustees shall be indemnified out of the funds of the charge against liability undertaken or incurred by them.</p>
<p>6. Relationship with the General Synod</p> <p>The Rector and Congregation shall conform to the resolutions of the General Synod or such other body as may at any time be substituted by canonical enactment therefor.</p>	<p>4. Relation of the Congregation to the General Synod</p> <p>The Rector and congregation shall conform to the rules of the General Synod, and in particular to the rules with reference to the election of Lay Representatives and the collection of funds for the synod, or such other body, which may at any time be substituted by canonical enactment therefore.</p>
<p>7. Constituent Members</p> <p>The constituent members of the Congregation shall be the communicants of not less than sixteen years of age whose names are on the Roll of</p>	<p>5. Constituent Members</p> <p>The constituent members of the congregation shall be the communicants of not less than 16 years of age whose names are on the roll of communicants of the</p>

<p>Communicants of the Congregation, kept as provided for in the Code of Canons (Canon 41) or such other roll as may be substituted by canonical enactment for the Roll of Communicants.</p>	<p>congregation, kept as provided for in code of Canons (Canon 41), and available for inspection at each Annual General Meeting.</p>
<p>8. Annual Meeting</p> <p>Once in every year, within <i>sixteen weeks</i> after 31st August a Meeting of the constituent members of the Congregation shall be summoned by the Vestry and notice thereof shall be given during Divine Service on the two Sundays immediately preceding such Meeting. The Meeting may be held on the Sunday on which the notice has been given for the second time. The accidental omission to give notice of a meeting shall not invalidate the proceedings at that meeting. The Rector, if present, shall preside but in his/her absence, or during a vacancy in the Charge, the Meeting shall elect its own Chair. <i>Twenty-five</i> Constituent Members shall be a quorum. The Chair shall vote only in case of an equality of votes.</p>	<p>6. Annual Meeting</p> <p>Once in every year, within three months after 30th September, a meeting of the constituent members of the congregation shall be summoned by the vestry and notice thereof shall be given during divine service on the two Sundays immediately preceding such meeting: the meeting may be held on the Sunday on which the notice has been for the second time. The Rector, if present, shall preside, but in his or her absence, or during a vacancy in the charge, the meeting shall elect its own chairman, 25 constituent members shall form a quorum. All resolutions and motions raised at the annual meeting shall be passed by a simple majority of the constituent members present and entitled to vote, provided said resolutions and motions are in accordance with the provisions set forth in this constitution and in the canon law of the Scottish Church. The Chairman shall vote only in the case of an equality of votes.</p>
<p>9. Business at Annual Meeting</p> <p>It shall be the duty of the Constituent Members of the Congregation at the Annual Meeting: (a) to elect from among the Constituent Members the required number of persons within the limits hereinafter specified to act as members of Vestry; (b) to elect, if not appointed at a special meeting called for the purpose from among the Constituent Members, the Lay Representative and Alternative Lay Representative (provided that no clerical Constituent Member shall vote in such election); (c) to appoint an independent examiner or auditor</p>	<p>7. Business at Annual Meeting</p> <p>It shall be the duty of the constituent members of the congregation at the annual meeting (a) to elect from among the constituent members, the required number of persons within the limits herein after specified to act as members of Vestry (b) to elect, if not appointed at a special meeting called for that purpose, the Lay Representative and alternate Lay Representative (c) to appoint a suitably qualified Independent Examiner to examine and certify the accounts of the Vestry (d) to receive the Report and Accounts of the Vestry and the</p>

<p>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; (d) to receive the Report and Accounts of the Vestry and the reports of the Lay Representative; and (e) to deal with any other competent business. 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.</p>	<p>Reports of the Lay Representative (e) every third year to elect the Lay Elector and (f) to deal with any other business.</p>
<p>10. Special Meetings</p> <p>Special Meetings of the Constituent Members of the Congregation may be called at any time by the Rector or at the request of either a majority of the Vestry or not less than twenty five Constituent Members given in writing addressed to the Rector, or during a vacancy in the Charge, to the Secretary of the Vestry. The same notice of Special Meetings shall be given as in the case of Annual Meetings (and the accidental omission to give notice shall not invalidate the proceedings at any such meeting). The notice shall specify the purpose for which the Special Meeting is to be held.</p>	<p>8. Special Meetings</p> <p>Special meetings of the constituent members of the congregation may be called at any time by the Rector or at the request of either a majority of the Vestry or not less than 25 constituent members, given in writing addressed to the Rector or during a vacancy in the charge, to the Secretary of the Vestry. The same notice of special meetings shall be given as in the case of annual meetings. The notice shall specify the purpose for which the special meeting is to be held.</p>
<p>11. Variation of Periods of Notice of Meetings</p> <p>Notwithstanding Article 27 hereof the Bishop may, at the request of the Vestry and if he is satisfied that special circumstances have arisen, authorise the holding of the Annual Meeting outwith the time specified in Article 8 and the</p>	<p>9. Variation of Periods of Notice of Meetings.</p> <p>Notwithstanding Article 23 hereof, the Bishop may, at the request of the Vestry, and if he is satisfied that special circumstances have arisen, authorise the holding of the annual meeting outwith the time specified in Article 6 and</p>

<p>giving of shorter notice of meetings than that specified in Articles 8, 10 and 27.</p>	<p>the giving of shorter notice of meetings than that specified in Articles 6, 8 and 23.</p>
<p>12. Seats in Church Seats in Church provided for the worshippers, shall be free and unappropriated.</p>	<p>10. Seats in Church Seats in church are provided for the worshippers and shall be free and unappropriated.</p>
<p>13. Vestry The temporal affairs and the general management and control of the Charge shall be under the management of a Vestry consisting of the Rector ex-officio, the Lay Representative ex-officio, <i>at least six but no more than nine</i> members elected by the Congregation (<i>the target membership being nine</i>), the Secretary, the Treasurer, <i>the Property Manager and the Vulnerable Persons Protection Co-ordinator</i>. All members of the Vestry shall be selected from the Constituent Members of the Congregation. <i>The Secretary, the Treasurer and the Property Manager shall be appointed by the elected members of the Vestry for a renewable three year term. The Vulnerable Persons Protection Co-ordinator shall be appointed by the Vestry with the approval of the Bishop.</i> The members of the Vestry be considered "Charity Trustees" of the Charge and have the consequent duties and responsibilities arising from that position. Any person disqualified from acting as a Charity Trustee for the purposes of the 2005 Act as amended or superseded from time to time shall be disqualified from being a Vestry member. <i>Sufficient elected members shall retire each year to create three vacancies against the target membership. In determining the number to retire account shall be taken of the number of resignations and removals since the last</i></p>	<p>11. Vestry The temporal affairs of the congregation shall be under the management of a Vestry consisting of the Rector ex officio, the Secretary, the Treasurer, the Property Manager, the Child Protection Officer, the Lay Representative and nine members elected by the congregation. The Lay Representative will also be elected by the congregation. The Secretary, Treasurer and Property Manager will be appointed by the elected members of the Vestry for a renewable three year term and the Child Protection Officer will be appointed by the Bishop on the advice of the Rector. Their appointments will usually be honorary. The vestry shall meet at least twice a year, and the Chairman, who shall have a casting as well as a deliberate vote, shall be the Rector or in the case of his or her absence, a member elected by the Vestry. Special meetings of the Vestry may be called at any time at the request of three members given in writing to the Secretary of the Vestry or at the request of the Rector. Of the elected members, three shall retire annually, and shall not be eligible for re-election that year; the term of service of an elected member shall be 3 years. Casual vacancies in Vestry membership occurring between annual meetings of the congregation may be filled by the Vestry until the next annual meeting of the congregation. All members of the vestry shall be selected from the</p>

Annual Meeting. The elected members to retire shall be those who are the longest serving. *In the event of there being more members in that category than are due to retire as calculated by the above formula,* the identity of the members to retire shall be *agreed amongst the members in that category or* determined by lot. *Retiring members who have served for three years or more shall not be eligible for re-election that year.* Casual vacancies in Vestry membership occurring between Annual Meetings of the Congregation may be filled by the Vestry until the next Annual Meeting of the Congregation.

The Vestry shall meet at least *three times per* year, and the Chair, who shall have a casting as well as a deliberative vote, shall be the Rector, or in the case of his/her absence, a member elected by the Vestry. *Five elected members (including the Lay Representative) shall constitute a quorum.* Special meetings of the Vestry may be called at any time at the request of three members by notice in writing addressed to the Secretary of the Vestry or at the request of the Rector.

Any Vestry member who in the reasonable opinion of the Vestry becomes incapable of adequately discharging their functions by reason of ill health or otherwise conducts themselves inappropriately may be removed from Vestry membership upon the unanimous vote of the other Vestry members at a meeting of the Vestry after they shall have heard the Vestry member concerned unless he or she has declined to be heard or is prevented from doing so by disability, illness or long term absence from attending. The reasons for such removal shall be recorded in the minutes of any such meeting. Any such removal shall be subject to the written authority, which authority can be

constituent members of the congregation.

withheld, of the Bishop within 28 days of the Vestry's vote on that matter and the Vestry member concerned shall be entitled to make written representations to the Bishop before the Bishop provides any written authority on this matter.

14. Duties of Vestry

The Vestry shall ensure that the needs of the whole Church in regard to mission work at home and overseas and the other objects of the General Synod may receive the interest and support of the Congregation. The Vestry shall generally assist the Rector (subject always to his/her canonical rights and duties) in every way in their power in all matters affecting the spiritual welfare of the congregation.

The Vestry shall have charge of the fabric and property of the Church, the Rectory, Halls or other property which may be acquired in connection with the Charge, as well as all gifts and bequests for endowment, charity or other purposes which may accrue to the Church from time to time. They shall be bound *to take all proper and reasonable care* 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, and to assist the Rector in the safe custody of the Church plate, registers and other documents. The Vestry shall be responsible for keeping the Rectory wind and water tight, and in proper sanitary condition, the Rector being responsible to the Vestry for ordinary internal repairs - unless otherwise arranged between the Rector and the Vestry.

The funds of the Charge so far as not used for the acquisition of property to be used as a Rectory or otherwise in connection with the Charge may be invested

12. Duties of Vestry

The Vestry shall have charge of the fabric and property of the church and of any Rectory, schools, halls or other property which may be acquired in connection with the charge as well as all gifts and bequests for endowment, charity, or other purposes which may accrue to the church from time to time. The members of the Vestry are appointed as trustees for the congregation to administer the whole heritable and moveable property of the charge with the usual powers and protection of trustees under legislation in Scotland. They shall be bound to keep the buildings and property in repair and insured against fire and other risks, and to discharge the feu duties and all other burdens, and to assist the Rector in the safe custody of the church plate, registers and other documents. The Vestry shall be responsible for keeping the Rectory wind and water tight, and in proper sanitary condition, the Rector being responsible to the Vestry for ordinary internal repairs – unless otherwise arranged between the Rector and the Vestry.

The Vestry shall ensure that the needs of the whole church in regard to Mission work at home and overseas and the other objects of the General Synod may receive interest and support of the congregation. The Vestry shall generally assist the Rector (subject always to his or her Canonical rights and duties) in every way in their power in all matters affecting the spiritual welfare of the congregation. The funds of the charge so far as not used for the

in any kind of investment (including an investment in heritable property) but such investment may only be made after the Vestry have had regard to the suitability of the proposed investment for the Charge and the need for diversification in so far as appropriate for the Charge. Before exercising any power of investment, and when reviewing the Charge'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.

The Vestry should take cognisance of good practice guidance that may be issued by the Office of the Scottish Charity Regulator ("OSCR") or by the Church from time to time in relation to issues of practice or procedure affecting the Vestry's activities and responsibilities.

The Vestry may only apply the property and funds of the Charge in furtherance of the Charge's charitable purposes.

15. Office-Bearers to be Appointed by the Vestry

The Vestry shall appoint a Secretary, a Treasurer, *a Property Manager and a Vulnerable Persons Protection Co-ordinator*. The offices of Secretary and Treasurer may be combined.

It shall be the duty of the Secretary: (a) to ensure the keeping of minutes of the proceedings of the Vestry and of the meetings of the constituent members of the Congregation; (b) to exhibit same when called upon to any member of the

acquisition of property to be used as a Rectory or otherwise in connection with the charge, shall be invested in securities or other investment schemes administered or approved by the Scottish Church or deposited with the General Synod in the Unit Trust Pool or with any bank, building society or other recognised and reputable deposit account. Notwithstanding the foregoing provisions the Vestry shall have wide powers of investment, and may invest funds, (except those so bequeathed that they are to be subject to any restrictions imposed by the Testator or Testatrix in his or her or heir or its Trust Deed), in any property or in any other-securities, including ordinary shares or stock or common shares or stock, provided there is no uncalled liability thereon, upon the advice of a reputable stockbroker. Investments held by the Vestry may be registered in the names of such members or officials of the Vestry or otherwise (including Bank or other reputable Nominees or "The-Scottish Episcopal Church Trustees Nominees or St Michael and All Angels Church" on behalf of the Vestry all as such Vestry shall from time to time determine. The Vestry may alter such investment held by them from time to time as is thought expedient upon advice and with consent as aforesaid.

13. Office Bearers to be Appointed by the Vestry

It shall be the duty of the Secretary (a) to prepare and keep minutes of the proceedings of the Vestry and of the meetings of the constituent members of the congregation; (b) to exhibit same when called upon to any member of the Vestry (c) to issue notices of meetings;. (d) to conduct necessary correspondence, and generally (e)- to conform to instructions received from the Vestry; it shall be the duty of the Treasurer (a) to prepare and keep the Accounts of the Congregation; (b) to prepare Annual Accounts, and submit

Vestry; (c) to issue notices of meetings; (d) to conduct necessary correspondence, and generally (e) to conform to instructions received from the Vestry.

It shall be the duty of the Treasurer: (a) to prepare and keep the accounting records of the Charge; (b) to prepare annual accounts, and submit them to the independent examiner/auditor appointed in terms of Article 9 hereof; (c) to ensure lodgement in a bank or building society, in an account opened in name of the Charge for that purpose, all monies received by him/her on behalf of the Congregation; (d) to exhibit when called upon his/her accounting records to any member of Vestry, and generally (e) to conform to instructions received from the Vestry. The bank or building society account shall be operated in such manner as the Vestry may direct.

It shall be the duty of the Property Manager: (a) to ensure that quinquennial inspections and the regular maintenance of the Church and Halls is completed in a timely manner; (b) to organise the rectification of minor defects; (c) to investigate and make proposals to the Vestry for major maintenance and improvements in the property, and generally (d) to conform to instructions received from the Vestry

The duties of the Vulnerable Persons Protection Co-ordinator shall be as specified in the SEC Child and/or Vulnerable Persons Protection Handbooks.

them to a suitably qualified Independent Examiner for approval or as directed by the Scottish Episcopal Church, said Independent Examiner to be appointed by the congregation (c) to lodge in the bank in an Account to be opened in name of the Vestry for that purpose, all monies received by him or her on behalf of the Congregation; (d) if so requested to prepare and submit on an annual basis, a budget for the forthcoming year; (e) to exhibit when called upon, his or her books of Account to any member of Vestry, and generally; (f) to conform to instructions received from the Vestry.

<p>16. Annual Report of the Vestry</p> <p>The Vestry shall, at the Annual Meeting of the Congregation, present a written report upon their transactions during the preceding year, including the congregational accounts under their charge, with the independent examiner's/auditor's report thereon. The report and accounts shall be made available to the Congregation before, at or after the Annual Meeting and a copy shall be provided to any member of the Congregation 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.</p>	<p>14. Annual Report of the Vestry</p> <p>The Vestry shall, at the Annual Meeting of the congregation, present a written report upon their transactions during the preceding year including the congregational accounts under their charge examined and certified by an Independent Examiner. Copies of the Report and Accounts shall be made available to the congregation before or at the Annual Meeting.</p>
<p>17. Appointment of Rector</p> <p>The appointment of the Rector shall rest with the Bishop (in consultation, where required, with the Vestry or representatives nominated by the Congregation for the purpose), and upon his/her choice of a duly qualified person the institution or licensing shall follow as soon as possible. The person appointed shall enjoy as Rector all rights secured to him/her by the Canons or this Constitution as from the date of his/her institution, collation or licensing.</p>	<p>15. Appointment of Rector</p> <p>The appointment of the Rector shall rest with the Bishop who shall consult with the Vestry, immediately on a vacancy occurring. Upon the bishop's choice of a duly qualified person, he shall be instituted or licensed as the case may be as soon as possible. The person appointed shall enjoy as rector all rights secured to him by this constitution as from the date of his institution. In the absence of a Rector, the Vestry may request the Bishop to appoint for a period of not more than one year at a time, a Priest-in-Charge as acting Rector on such terms as may be agreed from time to time.</p>
<p>18. Remuneration for Services - Vestry Members</p> <p><i>Vestry members shall not be remunerated for the discharge of their duties as members of the Vestry or charity trustees. However Vestry members and persons connected to Vestry members may be remunerated for other services provided to the Charge but only if any such remuneration for services satisfies</i></p>	

<p>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. In particular Vestry members <i>and persons connected to Vestry members may be permitted to take up one or more of the appointments listed in Article 22 subject to the aforementioned conditions with regard to remuneration.</i></p>	
<p>19. Remuneration for Services - Stipend of Rector</p> <p>In the event of the Rector being appointed on a stipendiary basis, the stipend of the Rector shall be decided in accordance with the provisions of Article 23 and be of such amount, and be provided in such manner, as may be agreed between him/her and the Vestry to the satisfaction of the Bishop, at not less than the rate of the sum approved by the General Synod as the Standard Stipend for the time being (or an appropriately reduced sum as agreed between the Vestry and Rector and approved by the Bishop in the event of the appointment being part-time). The Stipend shall be payable by equal monthly instalments not later than the last Thursday of each month less income tax and national insurance contributions and, unless otherwise agreed by the Bishop, after deduction of any sums received by the Rector by virtue of employment or other ecclesiastical or secular work. Where the Rector is a member of the Scottish Episcopal Church Pension Fund pension contributions shall be made to the fund at the rate established by the General Synod from time to time. No person shall, by reason only of his/her being a member of the Vestry, be deemed responsible personally for payment of stipend or pension contributions.</p>	<p>16. Stipend of Rector</p> <p>The stipend of the Rector shall be of such amount, and be provided in such manner as may be agreed between him or her and the Vestry to the satisfaction of the Bishop, at the rate of not less than the sum approved by the General Synod as the minimum stipend for the time being after taking into account the sum receivable from grants made by the General Synod. The stipend shall be payable by equal monthly instalments on the receipt of the Rector alone, be strictly alimentary, and not be arrestable for debts or assignable. No person shall, by reason only of his or her being a member of the Vestry, be deemed responsible personally for payment of stipend.</p>
<p>20. Rectory</p> <p>The Rectory shall be for the use and benefit of the Rector, and he/she shall not</p>	<p>17. Rectory</p> <p>Where a Rectory has been erected or acquired for .the charge, it shall be for the</p>

<p>let it or any part of it without the consent of the Bishop and the Vestry. In the event of the death of the Rector his/her widow(er) and/or dependants permanently resident in the Rectory shall have the use of the Rectory for three months thereafter.</p>	<p>use and benefit of the Rector, and he shall not let it, nor any part of it, without the consent of the Bishop and the Vestry. In the event of the death of the Rector his or her widow or widower and/or children shall have the free use of the Rectory for three months thereafter.</p>
<p>21. Appointment and Stipend of Assistant Clergy</p> <p>The Rector shall, after consultation with the Vestry, have the right to appoint any Assistant Curate or Curates whom the Bishop may license for the work of the Charge. The stipends of stipendiary Assistant Curates shall be such as are agreed upon by the Rector and Vestry, but shall be of an amount not less than the scale approved by the General Synod for the time being.</p>	<p>18. Appointment and Stipend of Assistant Clergy</p> <p>The Rector shall have the appointment of any assistant curate or curates whom the .bishop may license for the work of the charge subject always to the approval of the Vestry. The stipends of assistant curates shall be such as are agreed upon by the Rector and Vestry, but shall be of an amount not less than the scale approved by the General Synod for the time being.</p>
<p>22. Appointments to Other Offices</p> <p>The Vestry may, with the concurrence of the Rector, appoint suitable persons as <i>Director of Music</i>, Organists, Verger, <i>Administrative Assistant</i>, <i>Cleaners</i>, etc. In the case of such officials the Rector shall have the right to require their dismissal, subject to an appeal to the Bishop by the Vestry should the latter disapprove.</p>	<p>19. Appointment to Other Offices</p> <p>The Rector may, with the concurrences of the Vestry, appoint suitable persons as organist, choirmaster, verger etc. In the case of such officials the Rector shall have the sole right to require their dismissal, subject to an appeal to the Bishop by the Vestry should the latter disapprove.</p>
<p>23. Conflict of Interest</p> <p>(i) Any decision by the Vestry as to stipend, 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 members 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; and</p> <p>(ii) Vestry members shall declare any conflict of interest and the</p>	

<p>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.</p>	
<p>24. Resignation of Rector</p> <p>If the Rector shall desire to resign his/her Charge, he/she must give at least three months' notice of such intention in writing to the Vestry and to the Bishop. During the interval he/she shall be responsible for the usual duties, except with the sanction of the Bishop.</p>	<p>20. If the Rector shall desire to resign his charge, he must give at least three months notice of such intention in writing to the vestry and to the Bishop. During the interval he shall be responsible for all duties, except with the sanction of the Bishop.</p>
<p>25. Enforced Demission of Incumbency</p> <p>The Incumbency shall become vacant, and the <i>Bishop in consultation with the Vestry</i> shall proceed to a new appointment as if the vacancy had occurred by resignation, taking immediate effect, in any of the following events, viz:-</p> <ol style="list-style-type: none"> (1) If the Rector shall renounce or forsake Communion with the Scottish Episcopal Church; (2) If he/she shall be canonically removed from office, disqualified from holding office or prohibited from the exercise of the ministry of a priest under the provisions of Canon 54 of the Code of Canons or similar canonical provision; 	<p>21. Enforced Demission of Incumbency</p> <p>The incumbency shall become vacant, and the Bishop, in consultation with the Vestry shall proceed to a new appointment as if the vacancy had occurred by resignation, taking immediate effect, in any of the following events, viz :</p> <ol style="list-style-type: none"> 1. If the Rector shall renounce or forsake communion with the Scottish Church. 2. If he or she shall be canonically deposed

<p>(3) If he/she is the subject of canonical suspension for a definite period of time (but not including suspension under Canon 54 of the Code of Canons pending the outcome of proceedings under that Canon), and the Vestry resolve in respect thereof that it is expedient that the Incumbency becomes vacant, and the Bishop approves in writing;</p> <p>(4) If the Charge is declared to be vacant under the provisions of Canon 13 of the Code of Canons or similar canonical provision;</p> <p>(5) If the Charge is declared to vacant under the provisions of Canon 64 of the Code of Canons or similar canonical provision;</p> <p>(6) If the Charge is declared to be vacant under the provisions of Canon 53 of the Code of Canons or similar canonical provision.</p>	<p>3. If he or she is the subject of canonical suspension for a definite period of time, and the Vestry resolve in respect thereof that it is expedient that the incumbency become vacant, and the Bishop approves in writing.</p> <p>4. If the Incumbency is declared to be vacant under the provision of Canon X111 Articles 10 and 12 of the Code of Canons; (a) because of the physical or mental incapacity of the Rector and/or; (b) because of his or her having absented himself or herself without providing for the adequate performance of the ordinary services.</p>
<p>26. Arrangements During a Vacancy</p> <p>The care of the vacant charge both in the provision of services and the pastoral care of the congregation shall be the responsibility of the Bishop, who may appoint a priest to act as interim pastor or place the charge in the care of a Diocesan Chaplain or invite some other cleric to take services and attend to other pastoral duties. The emoluments and expenses during a vacancy shall be provided by the Vestry. The Communicants and other Rolls and Registers of Baptisms, Confirmations, Marriages, Funerals and Burials shall be held by</p>	<p>22. Arrangements During a Vacancy</p> <p>Whenever the Incumbency shall have become vacant the Vestry shall apply to the Bishop to provide, or to sanction their providing a duly qualified person or persons to supply the usual services in the interval, if any,-before a new Rector is instituted for which services the vestry shall be financially responsible. During the vacancy, the communicants' and other roles shall be held by such person, and in such a manner as the Bishop shall direct'</p>

<p>such person and in such manner as the Bishop may direct.</p>	
<p>27. Alterations in Constitution</p> <p>No alteration shall be made in this Constitution as regards Article 3 hereof, which is fundamental. As regards the other Articles hereof, alterations may be made by a Resolution passed at a special meeting of the constituent members of the Congregation 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, and afterwards assented to in writing by the Bishop. The notice calling such meetings shall specify their purpose and shall state where a copy of the suggested alterations may be inspected.</p> <p>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.</p>	<p>23. Alterations in Constitution</p> <p>No alteration shall be made in this Constitution as regards Article 2 hereof, which is fundamental. As regards the other Articles hereof, alterations may be made by Resolution passed at a special meeting of the Constituent Members of the congregation 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, and afterwards assented to in writing by the Bishop. The notices calling such meetings shall specify their purpose and shall state where a copy of the suggested alterations may be inspected.</p>
<p>28. Possible Suspension of this Constitution</p> <p>If at any time (whether during a vacancy in the incumbency or not) it shall happen that the Charge shall become so reduced in numbers or in financial resources that the Constitution of the Church can no longer be kept in operation nor provision made for the maintenance of a Rector, this Constitution may be suspended, in accordance with the provision laid down for such an eventuality in the Code of Canons (Canon 36) or similar canonical provision.</p>	<p>24. If at any time it shall happen that the charge shall become so reduced in numbers or in financial resources that the Constitution of the church can no longer be kept in operation nor provision made for the maintenance of a Rector, this Constitution may be suspended, in accordance with the provisions laid down for such an eventuality in the Code of Canons (Canon 36 Article 2).</p>

29. Possible Extinction of Charge

If it shall be decided by the Bishop in Synod, with the concurrence of the Diocesan Synod, that it is impracticable to maintain the services of the Charge, all the rights and duties of the Vestry as guardians of the property and funds shall devolve upon the Property Trustees as previously appointed in Article 5 hereof, a majority of whom - subject always to the veto of the Bishop - shall form a quorum for transacting any necessary business, and all such properties and funds as may be disposable shall be disposed of or utilised as the Bishop in Synod, with the concurrence of the Diocesan Synod, may from time to time determine. In the event of an emergency, pending the summoning of the Diocesan Synod, the Bishop in consultation with the Property Trustees will take such steps as may seem to him to be necessary and right. The Bishop or Property Trustees shall ensure that appropriate consents are obtained from OSCR in relation to any amalgamation, winding up or dissolution of the Charge.

30. Custody and Registration

This Constitution shall be authenticated in duplicate and one part shall be lodged with the Diocesan Registrar, the other part being retained by the Vestry. A copy shall be engrossed in the minute book and a docquet shall be signed therein by the Rector or Priest-in-Charge and Assistant Clergy upon entering office, declaring their willingness to abide thereby. Any constituent member may obtain a copy on payment of the cost thereof to the Treasurer. Any person may request the Charge to provide them with a copy of this Constitution and the Charge's most recent statement of account in terms of s23 of the 2005 Act

25. Possible Extinction of Charge

If it shall be decided by the bishop following consultation with the diocesan council and be confirmed by the Diocesan Synod that it is impracticable to maintain the services of the-charge, all the rights and duties of the Vestry. as guardians of the property and funds shall devolve upon the Trustees as previously appointed in Article 3 hereof, a majority of whom shall form a quorum for transacting any necessary business, and all such properties and funds as may be disposable shall be disposed of or utilised by the bishop with the concurrent of and as the Diocesan Synod may from time to time determine, with powers to the Synod to delegate this responsibility to the Diocesan Council in the event of an emergency or pending the next meeting of the Diocesan Synod, the Bishop in consultation with the Trustees shall take such steps as may seem to him to be necessary and right.

26. Custody and Registration

This constitution shall be authenticated in duplicate and. one part shall be lodged with the Diocesan Registrar, the other part being retained by the Vestry. A copy shall be engrossed in the minute book and a docquet shall be signed therein by the Rector, declaring his or her willingness to abide thereby. Any constituent members may obtain a copy on payment of the cost thereof to the Treasurer. Titles or other original documents referring to the property and assets of the church shall be lodged with the Diocesan Registrar, and an inventory of them engrossed in the minute book for convenience of reference.

<p>and any such request, if reasonable, should be implemented by the Charge upon payment of the cost of supplying the document to the Treasurer. Titles or other original documents referring to the property and assets of the church shall be lodged with the Diocesan Registrar, and an inventory of them engrossed in the minute book for convenience of reference.</p>	
<p>31. Reference In the event of any difference arising among the Rector, Assistant Clergy, Vestry or constituent members of the Congregation or any of them with regard to the interpretation of this Constitution or the rights or obligations of parties hereunder or otherwise relating hereto, the same shall be referred to the Bishop of the Diocese for his/her decision, whose award or awards, interim or final, shall, subject to a right of appeal to the Episcopal Synod, be final and binding.</p>	<p>27. Reference In the event of any difference arising among the Rector, .assistant clergy, Vestry or constituent members of the congregation or any of them with regard to the interpretation of this constitution or the rights or obligations of parties hereunder or otherwise relating hereto, the same shall be referred to the Bishop of the Diocese for his decision, whose award or awards, interim or final, shall, subject to a right of appeal to the Episcopal Synod, be final and binding.</p>
<p>32. Indemnity Insurance The Vestry may purchase and maintain from the Charge's funds insurance against any liability and associated matter which by virtue of any rule of law may attach to a Vestry Member or Property Trustee in respect of negligence, default, breach of duty of care of which he/she may be guilty in his or her capacity as a Vestry Member or Property Trustee.</p>	
<p>Signatures etc</p>	<p>Signatures etc</p>