

# **UNION OF EVANGELICAL CHURCHES**

## **AGREEMENT FOR COMMON PURPOSES**

Updated version of that first produced in 2010 to include Amendments subsequently adopted by Board resolutions and incorporated into their appropriate places in this version.

# THE UNION OF EVANGELICAL CHURCHES

## Agreement for Common Purposes

**THIS AGREEMENT** is made the                      day of                      2020 BETWEEN:

- (1) **THE UNION OF EVANGELICAL CHURCHES** a charitable company of 36 Eastwood Road Rayleigh Essex SS6 7JQ (hereinafter referred to as "the UEC") and
- (2) .....hereinafter referred to as "**the Church**")

### RECITALS

- (A) The UEC is incorporated as a charitable company having as its Objects the advancement of the Christian faith and the furtherance of the charitable work of the UEC by the advancement of such other charitable purposes as the Directors shall from time to time decide
- (B) In pursuance of its stated Objects, the UEC has the power to establish Churches, ministries, community centres and educational institutions and to act in a co-ordinating role to such Churches and ministries set up in the United Kingdom, the Republic of Ireland and Europe and to act as Trustee for all UEC-owned Properties set out in Schedule 1
- (C) All Churches, that have been established by the UEC or accepted by it and which have identical purposes and subscribe without reservation to the Statement of Faith set out in Schedule 2 hereof are entitled to function as a UEC Church in one of its Properties and to use the UEC to reclaim Gift Aid and Small Donations Reclaims on regular giving to the Church (hereinafter called "the Benefits")
- (D) The Church now desires to be accepted by and to co-operate with the UEC in establishing additional Churches, ministries and educational institutions throughout the United Kingdom, the Republic of Ireland and Europe together with the promotion of the Objects by means of the Common Purposes
- (E) The Church exists exclusively for the advancement of the Christian faith
- (F) The parties hereto have concluded that the Common Purposes can be more effectively and economically carried out by pooling the resources which each of them are willing to devote to such work
- (G) It is the intent of the parties hereto that this Agreement be entered into for the sole purpose of defining and regulating the Common Purposes and to preserve the integrity and identity of the parties hereto

### PROVISOS

- (H) Each party shall determine from time to time in consultation with the other party the Common Purposes which will be carried on jointly
- (I) The UEC will, in discharging the Objects, benefit from the input, co-operation and assistance of the Church
- (J) The parties hereto shall comply with the required reporting and statutory requirements of the laws of England and Wales
- (K) The UEC Churches set out in Schedule 1 hereof together with others that may be added subsequently are third parties entitled to participate in the Common Purposes defined herein and to benefit from this Agreement
- (L) The term "Minister" or "Ministers" includes a Pastor or Moderator of a UEC Church

**A. PURPOSE**

1. Each of the parties undertakes with each other to collectively carry on the Common Purposes which are mutually agreed upon by each of them from time to time and which are in compliance with the terms and provisions of this Agreement
2. This Agreement shall be interpreted according to the laws of England and Wales
3. Churches, ministries and institutions established after the date hereof pursuant to the Common Purposes and accepted by the UEC shall be entitled to participate in the Common Purposes envisaged by this Agreement and to receive the Benefits (or such of them as shall be agreed) provided:
  - 3.1 Either of the conditions set out in Schedule 5 (as amended from time to time) shall apply at the time they shall desire to participate; and
  - 3.2 They shall enter into an agreement in the same form as this Agreement with the UEC
4. All records required to be kept pursuant to this Agreement together with any financial information and books of accounts relating to the Common Purposes and all other proprietary documentation shall be retained by the UEC at their address 36 Eastwood Road Rayleigh Essex SS6 7JQ or such other location as the parties shall determine from time to time

**B. ORGANISATION**

5. The Common Purposes pursuant to this Agreement shall be managed by the UEC Board which is made up of all the UEC Ministers, who are also the Directors of UEC Limited. The role and function of the UEC Ministers is set out in Schedule 3. Any Minister who declines to be a Director, or who resigns from being a Director, loses his entitlement to attend Board meetings, but retains his ministerial title.
6. The UEC will appoint/ordain only men as Ministers
7. The UEC Board shall meet annually or more frequently as the interests of the Common Purposes shall require at any place within Great Britain. A meeting of the members of the UEC Board may be called by the Chairman at any time
8. A quorum of the UEC Board shall be at least 55% of the members of the UEC Board being present in person
9. The UEC Board shall have the power to review and set budgets relating to joint activities and events and recommend levies or contributions for the fulfilment of the Common Purposes by the Church
10. The UEC Board shall oversee the Common Purposes which are carried out by the parties hereto. In doing so, they shall exercise such rights and powers and privileges as are assigned to them by the parties provided that the same shall not be inconsistent with the charter bye-laws and policies of each of the parties hereto

## **C. TERM & TERMINATION**

### 11. Term:

The Common Purposes shall be carried on in accordance with the provisions of this Agreement from the date hereof until terminated by agreement amongst the parties hereto or by operation of Clause 12.2 hereof

### 12 Termination

#### 12.1 The Church may withdraw from the Common Purposes by giving written notice of such withdrawal to the UEC and such notice shall take effect upon the later of:

12.1.1 sixty days from the date of receipt by the UEC at its registered office of such notice; or

12.1.2 the completion of all of the Common Purposes carried on jointly for which the parties hereto have agreed to undertake.

#### 12.2 The Church shall be excluded immediately from the Common Purposes and from participating in this Agreement upon the happening of either of the following:

12.2.1 it ceases to hold to all of the doctrines set out in the Statement of Faith set out in Schedule 2

12.2.2 it breaches Clause D.15 (for the purpose of this Sub-Clause a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to time of performance providing that time of performance is not of the essence)

In either of the cases of Clause 12.1 or 12.2, the Church shall cease to use any premises owned by the UEC and shall immediately vacate the same and, where applicable, cease the use of the UEC's name for the recovery of Gift Aid and Small Donations Reclaims payments

## **D. AGREEMENT & COVENANT**

### 13. The parties hereto declare that the Common Purposes shall be achieved by their participation under this Agreement in a way that underlines the ethos and identity that each of the parties has. In particular the parties agree to regulate their activities henceforth to ensure that there will be no activity which would conflict with the principles set out in Clause 15 below

### 14. The parties, acknowledging their full awareness of the uniqueness of this Agreement and the potential damage to each other in the event of their breaching its terms, hereto jointly and severally recognise that they are bound in honour to the terms and conditions herein and that the commitment by one party hereto has induced the other to enter into this Agreement and vice versa

### 15. Each of the parties jointly and severally agree that nothing should be done individually or collectively in pursuance of the Common Purposes which would:

15.1 Endorse or promote alcohol, tobacco, drugs, gambling

15.2 Undermine the sanctity of marriage or family life or degrade or cheapen life in any way

*"In this context marriage is an exclusive union between one man and one woman for life, the definition of 'man' and 'woman' being as defined at birth."*

15.3 Be of a subversive, offensive or promiscuous nature

- 15.4 Employ staff whose personal integrity is not of the highest standard as befits an employee of the parties
- 15.5 Be outside of the Common Purposes or would in any way distract or deflect parties from working to achieve the Common Purposes in an expeditious and focused manner
- 15.6 Conflict with, undermine or in any way oppose the activities of UEC worldwide or any foundation that is associated with it

## **E FINANCIAL ARRANGEMENTS**

16. The Church shall contribute to UEC and the Common Purposes as set out in Schedule 4 part 1
17. In the event that any future freehold or leasehold property is acquired by the Church then it shall be registered in the name of UEC who shall hold it as Trustee upon trust for the Church subject to the compliance by the Church with the terms and conditions herein contained
18. Each Church within the UEC exists for the purposes of furthering the Gospel of Christ, and its leaders are entrusted with the full administration of the property and wise stewardship of all money donated to, or generated by, the Church.

Although the Churches and their assets within its organisation are legally owned by UEC Limited, it is UEC policy that at no time, while a Church continues to function in the above manner, will the UEC seek to lay claim to any of its property, assets or money. Only in the event of a Church closing, or ceasing to function for the purpose for which it was established, will its property and assets (including any sum of money remaining in its bank accounts) revert to the administration of the UEC for use by, or disposal of, in such manner as shall be agreed by its Directors.

In the case of Churches that are separately registered as Charities, which are responsible through their Trustees for their own income, expenditure and accounts, paragraph 17 does not apply, and paragraph 18 refers only to the church premises and any other assets owned by the UEC.

## **F. MISCELLANEOUS**

19. Each Church occupying premises owned by the UEC shall do so as beneficiaries under the Trusts of the UEC and shall be responsible for the upkeep and maintenance of such premises to the reasonable standard set by the surveyor for the UEC and shall fully discharge all payments and outgoings on the premises
- 19.1 Each Church may, should its leadership choose to do so, allow third parties to use the premises it occupies and make and retain the donation received for such use subject to the rules and procedures published by the Finance & General Purposes Committee in the *UEC Handbook* and to the Church indemnifying the UEC against any damage to the property arising from such use. Any use of premises not complying with those rules must receive prior Board approval
- 19.2 Each Church is required to have a form of internal governance and record-keeping that follows the guidance published in the *UEC Handbook*, and does not conflict with the provisions of the Memorandum and Articles of Association of the UEC, or this Agreement for Common Purposes
20. This Agreement may not be modified or amended except with the written consent of the parties hereto

21. This Agreement is binding upon the successors in title of the Directors of the UEC and of the leaders of the Church for so long as they shall be Directors and officers respectively of the parties. The Directors and officers respectively agree to use their best endeavours to ensure that any successors in title or any associated organisations of each of them will be given notice of this Agreement and will comply fully with the terms and conditions herein
22. No party may assign its rights hereunder
23. Except as otherwise herein set forth, any notice contemplated or required to be given hereunder shall be in writing and either delivered personally, sent by pre-paid mail or reproduced electronically addressed as follows:
  - 23.1 The UEC, c/o the Administrator, The Union of Evangelical Churches, 36 Eastwood Road, Rayleigh, Essex SS6 7JQ
  - 23.2 The Church, c/o the Minister, .....Church,  
.....[postal address]
24. If any covenant or obligation set forth in this Agreement or the application of it to any party or the particular circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such obligation to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each such obligation shall be separately valid and enforceable to the fullest extent permitted by law.
25. All headings in this Agreement are inserted for convenience and reference only and are not to be considered in the construction or interpretation of any provisions of this Agreement.
26. For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Agreement shall confer on any third party any right to enforce or any benefit of any term of this Agreement.

## Schedule 1

### Current UEC Churches

<b>CAMBERWELL</b>	<b>65 Bethwin Road, London SE5 0YR</b>
<b>CANNING TOWN</b>	<b>Cliff Walk, London E16 4HN</b>
<b>CHELMSFORD</b>	<b>Grove Road, Chelmsford CM2 0EY</b>
<b>CORRINGHAM</b>	<b>45 Fobbing Road, Corringham SS17 9BN</b>
<b>CRESSING</b>	<b>The Street, Cressing, Braintree CM77 8DQ</b>
<b>DAWS HEATH</b>	<b>Daws Heath Road, Benfleet SS7 2UA</b>
<b>EASTWOOD</b>	<b>Leighfields Road, Eastwood, Leigh-on-Sea SS9 5NR</b>
<b>GREAT WAKERING</b>	<b>High Street, Great Wakering SS3 0HF</b>
<b>LITTLE TOTHAM</b>	<b>The Plains, Little Totham, Maldon CM9 8JQ</b>
<b>RAYLEIGH</b>	<b>36 Eastwood Road, Rayleigh SS6 7JQ</b>
<b>SHOEBURYNES</b>	<b>151 West Road, Shoeburyness SS3 9EF</b>
<b>SOUTHEND-ON-SEA</b>	<b>Guildford Road, Southend on Sea SS2 5AS</b>
<b>STANFORD-LE-HOPE</b>	<b>Victoria Road, Stanford le Hope SS17 0HY</b>
<b>STANWAY</b>	<b>Chapel Road, Stanway, Colchester CO3 0PU</b>
<b>WICKFORD</b>	<b>9-11 Nevendon Road, Wickford, SS12 0QQ</b>
<b>WITHAM</b>	<b>Guithavon Valley, Witham, CM8 1HF</b>

## Schedule 2

### Statement of Faith

The organisation known as the Union of Evangelical Churches, and its Churches are committed to the truths of historic, Biblical Christianity including the following in their entirety, without significant addition:

#### **Beliefs:**

##### God

There is one God who exists eternally in three distinct but equal persons: the Father, the Son and the Holy Spirit. God is unchangeable in His holiness, justice wisdom and love. He is the almighty Creator, Saviour and Judge who sustains and governs all things according to His sovereign will for His own glory.

##### The Bible

God has revealed Himself in the Bible, which consists of the Old and New Testament alone. Every word was inspired by God through human authors, so that the Bible as originally given is in its entirety the Word of God, without error and fully reliable in fact and doctrine. The Bible alone speaks with final authority and is sufficient for all matters of belief and practice.

##### The Human Race

All men and women, being created in the image of God, have inherent and equal dignity and worth. Their greatest purpose is to obey, worship and love God. As a result of the fall of our first parents, every aspect of human nature has been corrupted and all men and women are without spiritual life, guilty sinners and hostile to God. Every person is therefore under the condemnation of God and needs to be born again, forgiven and reconciled to God in order to know and please Him.

##### The Lord Jesus Christ

The Lord Jesus Christ is fully God and fully Man. He was conceived by the Holy Spirit, born of a virgin, and lived a sinless life in obedience to the Father. He taught with authority and all His words are true. On the cross He died in the place of sinners, bearing God's punishment for their sin, redeeming them by His blood. He rose from the dead and in His resurrection body ascended into heaven where He is exalted as Lord of all. He intercedes for His people in the presence of the Father.

##### Salvation

Salvation is entirely a work of God's grace and cannot be earned or deserved. It has been accomplished by the Lord Jesus Christ and is offered to all in the Gospel. God in His love forgives sinners whom He calls, granting them repentance and faith. All who believe in Christ are justified by faith alone, adopted into the family of God and receive eternal life.

##### The Holy Spirit

The Holy Spirit has been sent from heaven to glorify Christ and to apply His work of salvation. He convicts sinners, imparts spiritual life and gives a true understanding of the Scriptures. He indwells all believers, brings assurance and produces increasing likeness to Christ. He builds up the Church and empowers its members for worship, service and mission.



## The Church

The universal Church is the body of which Christ is the head and to which all who are saved belong. It is made visible in local Churches, which are congregations of believers who are committed to each other for the worship of God, the preaching of the Word, the administering of Baptism and the Lord's Supper, for pastoral care and discipline, and for evangelism. The unity of the body of Christ is expressed within and between Churches by mutual love, care and encouragement. True fellowship between Churches exists only where they are faithful to the Gospel.

## The Future

The Lord Jesus Christ will return in glory. He will raise the dead and judge the world in righteousness. The wicked will be sent to eternal punishment and the righteous will be welcomed into a life of eternal joy in fellowship with God. God will make all things new and will be glorified forever.

## Practices

### Baptism and the Lord's Supper

Baptism and the Lord's Supper have been given to the Churches by Christ as visible signs of the Gospel. Baptism is a symbol of union with Christ and entry into His Church but does not impart spiritual life. The Lord's Supper is a commemoration of Christ's sacrifice offered once for all and involves no change in the bread and wine. All its blessings are received by faith.

### Healing

The laying on of hands and the anointing with oil in the name of the Lord Jesus Christ for the healing of the sick, believing that the Lord Jesus Christ is the same yesterday, today and forever, and that He is all sufficient and that He can and does heal diseases in answer to the prayer of faith.

### **Schedule 3**

#### **The Role & Function of a UEC Minister in the United Kingdom**

The Minister is a member of the UEC Board responsible for the running of the UEC in the United Kingdom

1. The Minister leads the Church in all spiritual matters under the authority of the Bible and with regard to the UEC's Statement of Faith and Practices (Schedule 2)
2. The Minister is expected to ensure that his Church complies with the reporting requirements as may be laid out by the UEC or implied by charitable law. The Minister has the authority to take necessary action to ensure due compliance with these requirements.
3. In matters of dispute that cannot be resolved within the Minister's Church, the Minister is expected to notify the UEC Central Office at the earliest opportunity for appropriate action

## Schedule 4

### PART 1 UEC Contribution Arrangements

Each UEC Church will make an annual contribution to the UEC Central Funds. The UEC Board will notify the amount per annum to each Church.

### PART 2 CHURCHES OBLIGATIONS

1. To fully implement the accounting policy as set out by the UEC from time to time in connection with the recording of income and expenditure and reconciliation of accounts with the UEC and specifically, and as good practice, would be:
  - 1.1 To ensure that all income and expenditure is reconciled at the last working day of each calendar month and the bank statements
  - 1.2 To provide at the accounting year end fully reconciled accounts of income and expenditure together with supporting documents to the UEC office by the date requested by the Administrator
  - 1.3 To provide the UEC Administrator with copies of all bank statements and other documents that may be requested to support the accounts so provided
  - 1.4 To reconcile petty cash on a monthly basis and advise the UEC Administrator with the figures provided under Clause 1.2 above

The provisions of these paragraphs do not apply to Churches that are separately registered as Charities, which are responsible through their Trustees for their own income, expenditure and accounts

- 2 To comply with all reasonable requests of the UEC with regard to accounting records and other information from the Church as may be required by the UEC
- 3 To ensure that all properties that belong to the UEC and which are rented out by the Church to third parties are properly governed by an assured shorthold tenancy or suitable documentation that shall be approved in advance by the UEC before being entered into, to the intent that the UEC may at any time be able to recover vacant possession of any such properties so demised by the Church
- 4 To ensure that third party users of UEC premises shall be responsible for arranging appropriate insurance cover on such premises and notify the same to the UEC Administrator prior to occupancy thereof.
- 5 To engage in partnership for evangelism and activities of Christian fellowship only with Churches, Church groups or Christian organisations which are able to affirm in their entirety, without significant addition the essential doctrines of faith as expressed in Schedule 2, Statement of Faith, of the Articles of Association of the Union of Evangelical Churches and reproduced in this Agreement for Common Purposes (Handbook page 9.15).

## **Schedule 5**

### **Conditions for Participating in this Agreement**

Each additional Church (not included in Schedule 1) wishing to participate in this Agreement shall ensure that its Leadership has been recognised by the UEC; or

The UEC shall in its own absolute discretion elect to waive the above and invite the Church or organisation to become a member

**IN WITNESS WHEREOF** the parties hereunto have executed this Agreement having the same signed by duly authorised officers on the \_\_\_\_\_ day of (month) \_\_\_\_\_, 2020

**SIGNED as a DEED**  
for and on behalf of the

**The UNION OF EVANGELICAL CHURCHES**  
acting by

..... Director

.....Director/Secretary

**SIGNED as a DEED**  
for and on behalf of

.....**CHURCH**  
acting by

.....Minister

..... Church Officer