

Basis of Union (including Local Mission Church Bases)

The congregation of *West Moray* (SC000711) and the congregation of *Dyke & Edinkille*, SC000585 shall be united on **Sept 1st** or from a date to be determined by Presbytery, and that on the following terms and conditions:

1. **Name:** The name of the united charge shall be *West Moray Church of Scotland* and SC000711 will be retained.
2. **Transference of Property and Funds:** The property and funds belonging to or held on behalf of each congregation shall belong to or be held on behalf of the united charge and any transference necessary shall be duly effected.
3. **Local Mission Church:** There shall continue to be a Local Mission Church in the Dallas area, and a new Local Mission Church shall be established in Dyke. This shall be in terms of Regulation II 2021 and the Basis for Local Mission Church attached to this Basis of Union.
4. **Places of Worship:** The churches at present used and occupied by the congregation *at Kinloss and at St Leonard's Forres* shall be the places of worship of the united charge. The churches at present or previously used by the congregations of Alves, Burghead, Findhorn, Rafford, St Laurence and Edinkillie shall be used, sold, let or otherwise disposed of subject to the titles on which each is held, subject to the approval of the Presbytery and, if necessary, the General Trustees or the General Assembly. The free proceeds of any such sale or let shall: (a) if falling within the scope of Act VII 1995, be credited to the benefit of the congregation in the Consolidated Fabric Fund; or (b) if not falling within the scope of the said Act, be held and applied for fabric purposes in connection with the properties of the congregation. In the interim, services may be conducted in each at times to be decided by the Ministerial Team and Kirk Session, subject to the approval of Presbytery. The church currently located at **Dallas** shall be a Local Mission Church. The church currently located at **Dyke** shall be a Local Mission Church.
5. **Territorial Responsibility:** The bounds to be served by the united charge shall be designated as the bounds of the parishes of West Moray and Dyke & Edinkillie or as the Presbytery shall determine.
6. **Kirk Session:** The elders of the Kirk Sessions shall form with the ministers (or interim moderator) the Kirk Session of the united charge.
7. **Congregational Management:** The temporal affairs of the united congregation shall be administered by the Kirk Session in terms of the Unitary Constitution, the Delegation of Assembly being authorised to issue the appropriate Deed of Constitution to the said congregation.
8. **Minister:** As set out in the Presbytery Mission Plan, the united charge will be served by two full-time Ministers of Word and Sacrament operating under a Basis of Team Ministry in terms of s9.1.1 of the Presbytery Mission Plan Act 2021. Rev Dewald Louw, currently minister of West Moray, will hold one of these Team Ministry roles in terms of the Basis of Team Ministry. The charge will proceed to call a second Team Minister in terms of the Call, Election and Appointment of Ministers of Word and Sacrament Act 2025, on a Basis of Reviewable Charge.
9. **Manse:** The current manses in Kinloss and Forres shall be the manses of the charge. The manse of the congregation of Dyke & Edinkillie shall be sold, let or otherwise disposed of, subject to the titles on which it is held, and subject to the approval of the Presbytery and, if necessary, of the General

Trustees or the General Assembly. The free proceeds of any such sale or let shall: (a) if falling within the scope of Act VII 1995, be credited to the benefit of the congregation in the Consolidated Fabric Fund; or (b) if not falling within the scope of the said Act, be held, and applied for fabric purposes in connection with the properties of the congregation.

10. **Ministerial Support:** The stipend of the charge shall be paid in accordance with the terms of the National Stipend Scheme.
11. **Power to Readjust:** While the articles and terms shall form the Basis of Union for the congregations now uniting, the united charge shall be free, like other congregations, to adjust arrangements under the authority of Presbytery as need may arise.

BASIS FOR LOCAL MISSION CHURCH

As agreed in the Basis of Union for West Moray Churches, previously established by Inverness Presbytery, the charge of West Moray shall include a Local Mission Church in terms of Regulation II 2021 from a date to be set by Presbytery.

1. GEOGRAPHICAL SETTING

The Local Mission Church shall be located in the area of **Dallas** within the parish of **West Moray**.

2. RESPONSIBILITIES OF THE KIRK SESSION

All legal and governance matters affecting **Dallas** Local Mission Church shall be the responsibility of the Kirk Session of **West Moray** Church of Scotland, Clèir Eilean I, with Charity number **SC000711**

In particular, the Kirk Session shall:

- (a) ensure that all requirements of the law of the Church of Scotland and of civil law are fulfilled in relation to the Local Mission Church;
- (b) be the owner/title-holder/tenant of all property whether heritable or moveable, used by or within the possession of the Local Mission Church;
- (c) enter any contracts relating to the archives of the Local Mission Church;
- (d) administer all offerings and other monies collected at or in relation to the Local Mission Church; (e) apply such monies in the first instance to meet the costs of the Local Mission Church for as long as it exists, after discussion with the Leadership Team, and there after as the Kirk Session determines.

3. OVERSIGHT BY PRESBYTERY

The Local Mission Church shall be subject to the oversight of the Presbytery, through the Kirk Session. The Presbytery shall review the Local Mission Church and its place in the Presbytery Mission Plan five years after the establishment of the Local Mission Church and at least once every five years thereafter all without prejudice to the annual evaluation and development of the Mission Plan.

4. LEADERSHIP TEAM

At its outset the Local Mission Church shall have a Leadership Team consisting of between three and seven communicant members of the former Dallas Parish Church at least one of whom shall be a member of the West Moray Kirk Session.

The Presbytery shall also appoint a member of the Team as their representative.

The life and witness of the Local Mission Church shall be co-ordinated by its Leadership Team, subject to the oversight of the West Moray Kirk Session and the Presbytery. Without prejudice to this generality, the Leadership Team shall be responsible for:

- (a) developing appropriate expressions of worship, witness and service;
- (b) ensuring that the Local Mission Church is adequately organised;
- (c) ensuring good communication with the Kirk Session; and
- (d) assisting with the upkeep of buildings (if any), subject always to strict adherence to sections 5(a) and (b) below.

5. FURTHER PROVISIONS

- (a) Neither the Leadership Team nor any person acting on behalf of the Local Mission Church shall have any authority or power to enter into contracts or to incur liabilities on behalf of the Kirk Session.

- (b) Neither the Leadership Team nor any person acting on behalf of the Local Mission Church shall conduct themselves in such a way (including silence) that might cause an inference contrary to section 5(a) to be drawn by any person.

6. POWER TO READJUST

While these provisions shall form a Basis of Local Mission Church, the Presbytery shall be free to adjust arrangements as Presbytery may determine.

*This Basis should be read and effected in conjunction with an amended Basis of Union

BASIS FOR LOCAL MISSION CHURCH

The intention of the former Presbytery of Inverness being for Dyke to become a Local Mission Church, and as agreed in the Basis of Union for West Moray Churches, Clèir Eilean Ì shall establish a Local Mission Church in terms of Regulation II 2021 from a date to be set by Presbytery.

1. GEOGRAPHICAL SETTING

The Local Mission Church shall be located in the area of **Dyke** within the parish of **West Moray**.

2. RESPONSIBILITIES OF THE KIRK SESSION

All legal and governance matters affecting **Dyke & Edinkillie** Local Mission Church shall be the responsibility of the Kirk Session of **West Moray** Church of Scotland, Clèir Eilean Ì, with Charity number **SC00071**

In particular, the Kirk Session shall:

- (a) ensure that all requirements of the law of the Church of Scotland and of civil law are fulfilled in relation to the Local Mission Church;
- (b) be the owner/title-holder/tenant of all property whether heritable or moveable, used by or within the possession of the Local Mission Church;
- (c) enter any contracts relating to the archives of the Local Mission Church;
- (d) administer all offerings and other monies collected at or in relation to the Local Mission Church;(e) apply such monies in the first instance to meet the costs of the Local Mission Church for as long as it exists, after discussion with the Leadership Team, and there after as the Kirk Session determines.

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The Local Mission Church shall be subject to the oversight of the Presbytery, through the Kirk Session. The Presbytery shall review the Local Mission Church and its place in the Presbytery Mission Plan five years after the establishment of the Local Mission Church and at least once every five years thereafter all without prejudice to the annual evaluation and development of the Mission Plan.

4. LEADERSHIP TEAM

At its outset the Local Mission Church shall have a Leadership Team consisting of between three and seven communicant members of the former Dyke and Edinkillie Parish Church at least one of whom shall be a member of the West Moray Kirk Session.

The Presbytery shall also appoint a member of the Team as their representative.

The life and witness of the Local Mission Church shall be co-ordinated by its Leadership Team, subject to the oversight of the West Moray Kirk Session and the Presbytery. Without prejudice to this generality, the Leadership Team shall be responsible for:

- (a) developing appropriate expressions of worship, witness and service;
- (b) ensuring that the Local Mission Church is adequately organised;
- (c) ensuring good communication with the Kirk Session; and
- (d) assisting with the upkeep of buildings (if any), subject always to strict adherence to sections 5(a) and (b) below.

5. FURTHER PROVISIONS

- (a) Neither the Leadership Team nor any person acting on behalf of the Local Mission Church shall have any authority or power to enter into contracts or to incur liabilities on behalf of the Kirk Session.

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6. POWER TO READJUST

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*This Basis should be read and effected in conjunction with an amended Basis of Union

BASIS OF TEAM MINISTRY

As agreed in the Basis of Union for *West Moray* Church of Scotland within Clèir Eilean Ì, a Team Ministry shall operate there as follows.

1. TEAM ROLES

The team consists of two Full Time Ministers of Word and Sacrament (FTMWS): one minister with oversight for ministry and mission in rural contexts another minister who moderates the Kirk Session and provides oversight for worship and pastoral care across the charge. One minister shall reside in Forres and the other minister in Kinloss.

Whilst there are to be two Ministers, each with oversight in particular areas, they will work collegially, sharing in the ministerial responsibilities and duties of the whole parish. By working collaboratively – **and incorporating the work of the extra-numerary position funded by the Assembly Trustees for the first 3 years** – the ministers will share responsibility for worship across the church buildings of the charge and through emerging contexts of worship as opportunities develop, both across the charge, and in particular rural settings. The team approach should also encourage the development of local school chaplaincy teams, partnership working with other churches, the continued development of Forres Community Church and more. It will also ensure no part of the parish is neglected or isolated. The church buildings in Dallas and Dyke have an extended release date to allow the possibility of a Local Mission Church to be established in these rural parts of the parish not served by any other churches nearby. Although supported by the united Kirk Session, worship and local mission in Dallas and Dyke, if viable, would be led by local members and the small leadership teams.

Ordained Local Ministers or Readers could become part of the team, and It would be the duty of all the congregation to work collaboratively to further the mission of the Church, sharing or covering for others where necessary and permissible in terms of Church law but not so as to make any material alteration to the terms of service of the team member working under a contract of employment without the agreement of that person. The church will be well placed to grow and develop around the 5 marks of mission across charge.

All roles within the team which are for FTMWS shall, if vacant, be subject to the Call, Election & Appointment of Ministers of Word & Sacrament Act 11, 2025.

2. MODERATOR OF THE KIRK SESSION

The role of Moderator of the Kirk Session shall in the first instance be held by the minister with oversight of worship and pastoral care across the charge. This may be delegated on occasion to another member of the Team (Presbytery Mission Plan Act VIII 2021, as amended), or re-negotiated upon Presbytery Review of the Team Ministry with the agreement of those in post. For the avoidance of doubt, any member of the Team not holding the position of Moderator shall be entitled to vote at meetings of the Kirk Session.

3. TEAM MEETINGS AND CO-ORDINATION

The members of the team shall meet regularly [and at least monthly] in order to co-ordinate and carry out the work of the team as effectively as possible and discuss matters of common interest. Meetings may take place in person or via videoconference or a hybrid of the two and shall be chaired by an agreed team member. The Chair will be responsible for circulating an agenda, where possible, at least three days prior to each meeting. Any team member may request that an item is added to the agenda. Matters requiring a decision by the team shall be decided by a simple majority. If a member is unhappy with a decision, he or she may invoke the dispute resolution procedure set out below. A secretary should be

appointed from the team membership and will be responsible for taking minutes, circulating them amongst the members and retaining copies.

The ministers shall decide themselves who will take on the role of work coordinator. The secretary or clerk may be the other minister who is not the coordinator, or someone else as agreed.

4. DISPUTE RESOLUTION

- 4.1 If a dispute arises out of or in connection with this Team Ministry then (subject to section 4.7 below) the procedure set out in this clause shall be followed.
- 4.2 Any member of the team shall be entitled to give to all or some other members of the team ("the relevant team members") written notice of the dispute, setting out its nature and full particulars, together with any relevant supporting documents. The relevant team members shall attempt in good faith to resolve the dispute at this stage.
- 4.3 If the relevant team members are unable to resolve the dispute within 30 days of such written notice having been given, the dispute shall be referred to the Presbytery Clerk, who shall attempt in good faith to resolve it.
- 4.4 If the Presbytery Clerk is for any reason unable to resolve the dispute within 30 days of it being referred to him or her, the relevant team members agree to enter into mediation in good faith to settle the dispute. The mediator will be nominated by the Presbytery Clerk having consulted with the Principal Clerk. To initiate the mediation, one of the relevant team members must give written notice to the other relevant team members, referring the dispute to mediation.
- 4.5 If there is any point in relation to the logistical arrangements for the mediation on which the relevant team members cannot agree, the Presbytery Clerk will be entitled to decide that point, having first consulted with the relevant team members.
- 4.6 If the dispute is not resolved within 30 days of commencement of the mediation, the matter shall be referred by the Presbytery Clerk to the Presbytery's Complaints Committee, or other equivalent Presbytery Committee, subject to any issues of discipline which arise and any other matters which may require to be resolved in terms of the employment contract(s) of the relevant team members. Except in relation to matters which properly fall to be dealt with in terms of the employment contract(s) of one or more relevant team members, there shall be no appeal against the decision of the Committee.
- 4.7 Where the relevant team members include one or more employees, this dispute resolution procedure is without prejudice to the grievance and discipline procedures set out in their contract(s) of employment. For the avoidance of doubt, any team member who is serving under a contract of employment shall be entitled to raise with their employer any matter which they wish to have treated as a grievance, and the employer shall be entitled to raise with the employee any matter which it considers to be disciplinary in nature. .

5. FURTHER PROVISIONS

No further provisions.

6. PRESBYTERY'S POWER TO ADJUST TEAM MINISTRY

The Presbytery shall be free to adjust arrangements relating to the Team Ministry, subject to matters of tenure, as Presbytery may determine from time to time. Any material change to this Basis shall require to be agreed by all members of the team.

*[*This Basis should be read and effected in conjunction with the relevant Basis of Union/Basis of Reviewable Charge.]*
