

The Companies Acts 1985 to 2006  
Company Limited by Guarantee and not Having a Share Capital

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**Memorandum  
and  
Articles of Association  
of  
People In Aid**

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As amended by special resolutions passed on 19 November 2008

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STL/SCB/205250/0001**

## **The Companies Acts 1985 to 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Memorandum of Association of People In Aid**

1. **Name of Company**

The name of the Company is People In Aid, in this document 'the Charity'.

2. **Registered Office**

The registered office of the Charity will be in England and Wales.

3. **Objects of the Company**

3.1 The objects of the Charity are:

- (a) Relief of need anywhere in the world arising out of poverty, war, disaster, sickness, distress, age, infirmity and disability by promoting the effectiveness and efficiency of organisations meeting these needs particularly by improving the effectiveness with which they deploy paid and volunteer personnel to advance these charitable purposes.
- (b) To undertake any other charitable purpose.

4. **What the Charity may do**

4.1 The Charity may do anything lawful that may be necessary in order to promote its Objects, including the use of the following powers:

- (a) to construct alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises or structure or land which the Charity may need for its Objects.
- (b) to develop experience and ideas about the management and support of personnel amongst voluntary organisations and amongst governments and voluntary organisations.
- (c) to employ and pay any employees, officers, servants and professional or other advisers.
- (d) subject to any consents required by law to raise funds and borrow moneys invite and receive contributions or grants or enter into contracts seek subscriptions or raise monies in any other way.
- (e) to liaise and act as a resource and forum for the exchange of information amongst and between voluntary organisations, other institutions and personnel.

- (f) subject to any consent required by law to buy, take on lease, sell lease or otherwise dispose of, hire charge or mortgage or acquire any land or property of any sort and give or receive any guarantee or indemnity.
- (g) to provide advice and information to charities, voluntary organisations, other institutions and personnel to represent the views of charities, voluntary organisations and personnel.
- (h) to undertake research and to produce, print and publish anything in written, oral or visual media in furtherance of the objects.
- (i) to provide or procure the provision of services training consultancy advice support counselling and guidance in furtherance of the objects or any of them.
- (j) to promote and advertise the Charity's activities.
- (k) to invest any money that the Charity does not immediately need in any investments, securities or properties
- (l) to undertake any charitable trust or any charitable agency business which may promote the Charity's Objects
- (m) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their wives, husbands and other dependants
- (n) to carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Charity or the trade is temporary and ancillary to the carrying out of the objects of the Charity
- (o) to establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any property or of furthering in any way the objects of the Charity through trading and to establish the same either as wholly owned subsidiaries of the Charity or jointly with other persons, companies, government departments or local authorities and to finance the same if the Trustees see fit by way of loan or share subscription on commercial terms provided that the Charity shall seek professional legal advice before financing such companies.
- (p) to establish support or join with any charitable companies, institutions, societies or associations whose objects are the same as or similar to its own.
- (q) to purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, societies or associations with which the Charity is authorised to join, and perform any of their engagements
- (r) to transfer any of the Charity's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Charity is authorised to join
- (s) to open and operate banking accounts and other banking facilities

- (t) to enter into any arrangements with any governments, authorities or any person, company or association necessary to promote any of the Charity's Objects
- (u) to insure any risks arising from the Charity's activities
- (v) to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- (w) to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commission.
- (x) to pay all the expenses and costs of establishing this Charity.
- (y) to delegate upon such terms and at such reasonable remuneration as the Charity may think fit to professional investment managers ('the Managers') the exercise of all or any of its powers of investment provided always that:
  - i. the Managers shall be authorised to carry on investment business under the provisions of the Financial Services Act 1986;
  - ii. the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Charity;
  - iii. the Managers shall be under a duty to report promptly to the Charity any exercise of the delegated powers and in particular to report every transaction carried out by the Managers of the Company within 14 days and report regularly on the performance of investments managed by them;
  - iv. the Charity shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
  - v. the Charity shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Charity to undertake such reviews within the period of 12 months shall not invalidate the delegation;
  - vi. the Charity shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers;
- (z) to permit any investments belonging to the Charity to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking

company) as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such.

**5. Use of income and property**

5.1 The income and property of the Charity shall be applied solely towards the promotion of its objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Charity and no Trustee may be appointed to any office of the charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity except as shown below under 'Allowed Payments'.

**6. Allowed Payments**

6.1 The Charity may pay:

- (a) Reasonable and proper payment to any officer or servant of the Charity who is not a Trustee for any services to the Charity
- (b) Reasonable and proper remuneration to a Trustee for services actually rendered to the Charity including the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or her firm instructed by the Charity to act in a professional capacity on its behalf, PROVIDED THAT:
  - i. the number of Trustees so remunerated shall not exceed a minority of the Trustees;
  - ii. such Trustee shall be absent from all meetings at which the terms and conditions of his or her employment with the Charity are discussed;
  - iii. such Trustee shall not vote on any resolution relating to his or her employment;
  - iv. the other Trustees are satisfied that his employment, or that of his or her firm, is both necessary and expedient in the interests of the Charity;
- (c) Interest on the money lent by any member of the Charity or any Trustee. The annual rate of interest must not be more than 2% below the base rate of one of the clearing banks or a rate of 3% whichever is the greater
- (d) Reasonable out-of-pocket expenses to any Trustee
- (e) Reasonable and proper payment to a company of which a Trustee holds not more than a hundredth of the capital
- (f) Reasonable and proper rent of premises demised or let by any member of the Charity or any Trustee
- (g) All reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in this Memorandum

- (h) Any payments made to any Trustee under the indemnity provisions set out at Article 27
- (i) In exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission

PROVIDED THAT no member of the Charity or Trustee shall be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give a benefit to that member or Trustee.

- 6.2 For any transaction authorised by clause 6.1, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Clause 6.1 have been complied with.

## 7. **Limited Liability**

- 7.1 The liability of the members is limited.

## 8. **Guarantee by Members of the Charity**

- 8.1 Every member of the Charity agrees to contribute £1 or any smaller amount required if:
  - (a) The Charity is wound-up while he or she is a member or within a year afterwards; and
  - (b) The Charity has debts and liabilities which it cannot meet out of its assets.

## 9. **Winding-up of the Charity**

- 9.1 If the Charity is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the members of the Charity. Instead it must be given or transferred to some other charitable institution or institutions. This other institution must have similar Objects to those of the Charity and must prohibit the distribution of its income and property among its members to an extent at least as great as that required by these Memorandum of Association.
- 9.2 The institutions will be chosen by the members of the Charity at or before the time when the Charity is wound-up or dissolved and if that cannot be done then the property shall be given to some other charity or charitable object.

## 10. **Subscribers**

We, the people whose names, addresses and descriptions are written below, wish to form into a company with this Memorandum of Association.

### Signatures, addresses and occupations of subscribers

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Alice Jacqueline Tligui  
64 Coleman Road, London SE5 7TG      Charity manager

Ian Wallace  
5, Great Goodwin Drive, Merrow, Guildford GU1 2TX      Charity manager

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Dated this 31 day of March 1999

Witness to the above signatures:

Name: Sara Davidson

Address: 10 Manor Road, Didcot, Oxon OX1 7JY

Occupation: Project manager

## The Companies Acts 1985 to 2006

### Company Limited by Guarantee and not having a Share Capital

#### Articles of Association of People In Aid

#### 1. Meaning of Words

1.1 In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:

1.2 Words	Meanings
“address”	includes a number or address used for the purposes of sending or receiving documents by electronic means;
“Articles”	these Articles of Association of the Charity;
“Charity”	People In Aid;
“circulation date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
“clear days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
“Companies Acts”	has the meaning given to it in section 2 of the Companies Acts 2006;
“Connected Person”	any person falling within one of the following categories and where payment to that person might result in the trustee obtaining benefit: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a trustee; or (b) the spouse or civil partner of any person in (a); or (c) any other person in a relationship with a trustee which may reasonably be regarded as equivalent to such a relationship; or (d) any company or LLP or firm of which a trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
“electronic form” and	have the meanings respectively given to them

“electronic means”	in the Companies Act 2006;
“financial expert”	an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
“hard copy” and “hard copy form”	have the meanings respectively given to them in the Companies Act 2006;
“Hours”	not including any part of a day that is a Saturday, Sunday or Bank Holiday in England;
“Memorandum”	the Memorandum of Association of the Charity;
“month”	calendar month
“the Office”	the registered office of the Charity;
“Regulated Alteration”	<ul style="list-style-type: none"> <li>(a) any alteration of the objects clause in the Memorandum;</li> <li>(b) the alteration of any provision in the Memorandum or the Articles directing the application of the property of the Charity on its dissolution; or</li> <li>(c) any alteration of any provision of the Memorandum or the Articles where the alteration would authorise any benefit to be obtained by members of the Charity or of the Trustees or Connected Persons;</li> </ul>
“Secretary”	the secretary of the Charity (if any);
“Subsidiary Company”	any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
“Trustee” and “Trustees”	the Trustees of the Charity who are the directors of the Charity as defined in the Companies Acts;
“the United Kingdom”	the United Kingdom of Great Britain and Northern Ireland;
“in writing”	written, printed or lithographed or partly one and partly another, and other ways of showing

and reproducing words in a visible form

- 1.3 Words in the singular form include the plural and vice versa.
- 1.4 The words “person” or “people” include corporations.
- 1.5 Subject to Article 1.6, any reference in these Articles or the Memorandum to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 1.6 Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles became binding on the Charity.
- 1.7 The provisions of the Memorandum to the extent that they could have been contained in the Articles shall take effect as though repeated in the Articles.
- 1.8 Headings are not part of the Memorandum or Articles.

## 2. **The Constitution of the Charity: Rights of Inspection by Members**

- 2.1 The Charity is established for the Objects shown in the Memorandum of Association.
- 2.2 A copy of the Memorandum and Articles and any rules the Trustees make must be available for inspection at the Office. Any member must be given a copy of these on payment of a reasonable fee fixed by the Trustees.

## 3. **Members**

- 3.1 The number of members of the Charity is unlimited.
- 3.2 The Charity must keep at the Office a register of members showing their name, address and date of membership.
- 3.3 The register is available for inspection.

## 4. **Membership**

- 4.1 Membership is open to the following:
- 4.2 Individual Members
  - (a) The Subscribers
  - (b) Anyone aged 18 or over that the Trustees decide to admit to membership (which shall include anyone appointed as a Trustee who is not already an Individual Member, for the duration of his or her Trusteeship).
- 4.3 Member Organisations

Member Organisations are the organisations whether incorporated or not whom the Trustees decide to admit to membership.

- 4.4 When an organisation becomes a Member Organisation it must give a copy of its constitution or governing document (if any) to the Charity.
- 4.5 An unincorporated Member Organisation must appoint an individual to become a member as its representative, and the name of the individual, the name of the unincorporated Member Organisation and the fact that the individual is its representative shall be entered in the register of members. Subject to the Trustees' right to decline to accept any person as a member, the unincorporated Member Organisation shall be entitled to replace the member who is its representative with another person by giving notice to the Charity and without it being necessary for the outgoing member to give notice or the incoming member to complete an application form.
- 4.6 Each corporate Member Organisation has the right to appoint one representative. At any time by giving notice in writing to the Charity the Member Organisation can cancel the appointment of its representative and appoint another instead. The Member Organisation must confirm the name of its representative at the Charity's request. The representative has the right to attend and to vote at general meetings of the Charity and any vote given shall be valid unless prior to the vote the Charity receives written notice ending the representative's authority.
- 4.7 Member Organisations stop being members in the same way as Individual Members stop being members.
5. **No transfer of Membership**
- 5.1 None of the rights of any member of the Charity may be transferred or transmitted to any other person.
6. **Ending of Membership**
- 6.1 A member stops being a member of the Charity if:
- (a) the member resigns from membership by giving notice in writing to the Charity
  - (b) membership is ended under Article 7
  - (c) the member's subscription (if any) remains unpaid six months after it is due and the Trustees resolve to end that person's membership.
7. **Removal from Membership**
- 7.1 The Trustees may suspend the rights of any member by giving him or her notice in writing of the suspension.
- 7.2 Within 28 days of receiving that notice the member can send or give an appeal writing to the Charity against the suspension. If no appeal is received the member automatically stops being a member. If an appeal is received within the time limit, the suspension must be considered by the next meeting or the Trustees. The member has the right to be heard at the meeting. The meeting must either confirm

the suspension, in which case the person is out of membership, or lift the suspension.

## 8. **General Meetings**

- 8.1 Each year, the Charity must hold an annual general meeting in addition to any other general meeting in that year. The annual general meeting must be specified as such in the notices calling it. The first annual general meeting must be held within 18 months of the incorporation of the Charity after which not more than 15 months must pass between one annual general meeting and the next.

## 9. **Other General Meetings**

- 9.1 The Trustees may call a general meeting at any time. The Trustees shall call a general meeting on receiving a requisition to that effect, signed by at least 10% of the members have the right to attend and vote at general meetings. In default, the requisitionists may call a general meeting in accordance with the Companies Acts.

## 10. **Notice of General Meetings**

- 10.1 Unless Article 10.2 applies, all general meetings shall be called by at least 14 clear days' notice unless the Companies Acts require a longer notice period. These notices must specify the place, date and time of the meeting, and the general nature of the business to be transacted. If a special resolution is to be proposed, the notice shall include the proposed resolution and specify that it is proposed as a special resolution. Notice of the meeting must be given to everyone entitled by these Articles to receive it. In every notice calling a meeting of the Charity there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a general meeting.
- 10.2 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed by a majority of the members who have a right to attend and vote. But this majority must represent at least 95% of the total voting rights at that meeting of all the members.

## 11. **Manner of serving notice**

- 11.1 Notice of general meetings shall be served in accordance with Article 61.

## 12. **Quorum**

- 12.1 Business may be done at a general meeting only if a quorum of members is present when the meeting begins to deal with its business. A quorum shall be the greater of:
- (a) five persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a Member Organisation, or
  - (b) persons representing either in person or by proxy, 10% of the total membership.

**13. Adjournment if no Quorum**

- 13.1 If the meeting is called by the demand of members, it must be dissolved if; within half an hour after the appointed starting time, a quorum is not present. If called in another way, the meeting must be adjourned to another day, time and place as the Trustees may decide.
- 13.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

**14. Chairperson**

- 14.1 The Chairperson (if any) of the Trustees must preside as Chairperson at every general meeting of the Company. If there is no Chairperson, or if he she will not be present within 15 minutes after the appointed starting, time or is unwilling, to take the chair, the Trustees present must elect one of their number to be Chairperson of the meeting.

**15. Election of Chairperson by Members**

- 15.1 If at any meeting no Trustee is willing to act as Chairperson or if no Trustee is present within 15 minutes after the appointed starting time, the members present must choose one of their number to be Chairperson of the meeting save that a proxy holder who is not a member entitled to vote shall not be entitled to be appointed Chairperson.

**16. Adjournment of the Meeting**

- 16.1 The Chairperson may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be done at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.
- 16.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

**17. Voting on Resolutions**

- 17.1 At any general meeting a resolution put to the vote of the meeting is decided by a simple majority on a show of hands unless a poll is demanded (before or after the result of the show of hands is declared). A poll can be demanded by the Chairperson or at least two members who are present or by a person holding a proxy.

**18. Proxies**

- 18.1 An instrument appointing a proxy shall be in writing executed by or on behalf of the appointor and in any usual or common form or in such other form as the Trustees may approve.

- 18.2 Unless the appointment of a proxy indicates otherwise, it must be treated as:
- 18.2.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - 18.2.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 18.3 The appointment of a proxy and any authority under which it is executed or a copy of such authority in some way approved by the Trustees may:
- 18.3.1 in the case of an instrument in writing be deposited at the registered office of the Charity or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting at least 48 Hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - 18.3.2 in the case of an appointment sent by electronic means, where an address has been specified for the purpose of receiving documents or information by electronic means:
    - (a) in the notice convening the meeting, or
    - (b) in any instrument of proxy sent out by the Charity in relation to the meeting, or
    - (c) in any invitation to appoint a proxy issued by the Charity in relation to the meeting which is sent by electronic means,  
  
be received at such address not less than 48 Hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - 18.3.3 in the case of a poll taken more than 48 Hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and at least 24 Hours before the time appointed for the taking of the poll; or
  - 18.3.4 where the poll is not taken forthwith but is taken not more than 48 Hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairperson or to the Secretary or to any Trustee;  
  
and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.
- 18.4 A proxy for a member who is entered on the register of members as being a representative of an unincorporated association or body may be appointed either by the individual member or by the unincorporated association or body.
- 18.5 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the

determination was received by the Charity at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was sent by electronic means, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

- 18.6 An appointment of a proxy may be revoked by delivering to the Charity a notice given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates. Attendance by a member in person at a meeting automatically revokes any appointment by that member of a proxy.

**19. Declaration of Chairperson is Final**

- 19.1 Unless a poll is demanded, the Chairperson's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book. Persons holding a proxy may vote on a show of hands.

- 19.2 The demand for a poll may be withdrawn.

**20. When a poll is taken**

- 20.1 A poll must be taken immediately, if it is correctly demanded to elect a Chairperson or to decide upon an adjournment. Polls about other things will be taken whenever the Chairperson says so. Business which is not the subject of a poll may be dealt with before or during the poll.

- 20.2 The Chairperson will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

**21. Voting and Speaking**

- 21.1 Every member has one vote including the Chairperson. If the votes are level, the Chairperson does not have an extra casting vote.

- 21.2 A Trustee or a person holding a proxy shall have the same rights to attend and speak as a member even if he or she is not a member.

**22. Written Agreement to Resolutions**

- 22.1 Subject to Article 22.2, a written resolution of the Charity passed in accordance with this Article 22 shall have effect as if passed by the Charity in a general meeting.

- 22.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.

- 22.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 22.1.3 In relation to a resolution proposed as a written resolution, the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 22.2 A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiry of his or her term of office may not be passed as a written resolution.
- 22.3 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify his or her agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.
- 22.4 A member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her an authenticated document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 22.4.1 If the document is sent to the Charity in hard copy form, it is authenticated if it bears the member's signature (or the signature of the authorised representative of a Member Organisation).
- 22.4.2 If the document is sent to the Charity by electronic means, it is authenticated if it:
- (a) bears the member's signature, (or the signature of the authorised representative of a Member Organisation)
  - (b) it is accompanied by a statement of the identity of the member and the Charity has no reason to doubt the truth of that statement, or
  - (c) it is from an email address specified by the member to the Charity for the purposes of receiving documents by electronic means.
- 22.5 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 22.6 A proposed written resolution lapses if it is not passed within 60 days beginning with the circulation date.

## 23. **Management by Trustees**

- 23.1 The business of the Charity is managed by the Trustees. They may pay all the expenses of promoting and registering the Charity. They may use all powers of the Charity which are not, by the Companies Acts or by these Articles, required to be used by a general meeting of the Charity. But the Trustees are at all times

governed first by the Companies Acts, second by the Memorandum and Articles, and third by any regulations that a general meeting may prescribe.

- 23.2 General meetings cannot make a regulation that overrides the Memorandum and Articles. Nor can they make one which invalidates any prior act of the Trustees which would otherwise have been valid.

#### **24. Powers of the Trustees**

- 24.1 The Trustees may subject to such consents as the law requires use all the powers of the Charity to:
- (a) borrow money;
  - (b) mortgage or charge its property or any part of it;
  - (c) issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Charity or any charitable third party;
  - (d) resolve pursuant to the Memorandum of Association to effect indemnity insurance notwithstanding their interest in such a policy.

#### **25. Payment of Subscriptions**

- 25.1 All members must pay the subscriptions that the Trustees may decide from time to time.

#### **26. Cheques and Bills etc**

- 26.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Charity shall indicate the name of the Charity in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Trustees decide from time to time and cheques shall be signed by two Trustees unless the Trustees otherwise decide.

#### **27. Indemnity of Trustees**

- 27.1 In the management of the affairs of the Charity no Trustee shall be liable for any loss to the property of the Charity arising by reason of improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or her or by any other member hereof in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any member hereof or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the member who is sought to be made liable.
- 27.2 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the

extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

**28. Payment of reasonable expenses to Trustees**

28.1 The Trustees may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Charity but shall not be paid any other remuneration save as permitted in the Memorandum.

**29. The Keeping of Minutes**

29.1 The Trustees must have minutes entered in the minute books:

- (a) of all appointments of officers by the Trustees;
- (b) of the names of the Trustees present at each of its meetings and of any committee of the Trustees;
- (c) of all resolutions and proceedings at all meetings of:
  - i. The Charity;
  - ii. The Trustees;
  - iii. Subcommittees of the Trustees.

29.2 Any minute, if purported to be signed or (in the case of minutes of Trustees' or Subcommittee meetings, signed or authenticated) by the chairperson of the meeting at which the proceedings were had, or by the chairperson of the next succeeding meeting, shall, as against any member of the Charity or Trustee, be sufficient evidence of the proceedings. The minutes must be kept for at least 10 years from the date of the meeting, resolution or decision.

**30. Appointment of Trustees**

30.1 The Board of Trustees shall consist of:

- (a) not less than five Trustees who are either individual members or a representative, trustee, employee or consultant of a Member Organisation.
- (b) not more than five additional Trustees who shall be admitted as individual members of the Charity for the duration of their period of office as a Trustee.

30.2 No person may be appointed as a trustee unless:

30.2.1 unless he or she has attained the age of 18 years; or

30.2.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of the Articles;  
or

30.2.3 unless he or she has first been recommended to and assessed by a sub-committee of the Board of Trustees. The sub-committee shall conduct a competence-based interview and make a recommendation as to whether it is appropriate for a candidate to be appointed as a Trustee.

31. Subject to the above Articles, the Charity may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee and may also decide the rotation in which any additional Trustees are to retire.

32. Subject to the above Articles the Trustees may appoint a person who is willing to act to be a Trustee, either to fill a vacancy or as an additional Trustee, provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the Articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he or she shall vacate office at the end of the meeting.

33. **Retirement of Trustees**

33.1 At each annual general meeting one-third or more of the Trustees both elected and co-opted shall retire but all are eligible for re-election. Provided that no person shall serve for a continuous period of more than six years. If a person who has served a continuous period of six years remains out of office for not less than a year they may therefore be re-elected. Those longest in office since co-option or election shall retire first. In the case of an equal period of service in default of agreement between the members, those to be retired shall be selected by lot.

34. **Change in Composition of the Board of Trustees and Number of the Trustees**

34.1 The composition of the Board of Trustees specified in Article 30.1 and the total number of Trustees may be varied but not reduced below five nor may the total number of Trustees exceed fifteen. Variation can only be by resolution approved by two-thirds of the Trustees and ratified at a general meeting by a majority vote of the members present at the meeting.

35. **Notification of Change of Trustees to the Registrar of Companies**

35.1 All appointments, retirements or removals of directors must be notified to the Registrar of Companies.

36. **Ending of Trusteeship**

36.1 A Trustee must cease to be a Trustee if he or she:-

- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (b) becomes barred from holding office as a trustee because of any provision of the Companies Acts or he or she becomes prohibited by law from being a company director; or

- (c) becomes disqualified under the Charities Act 1993 from acting as a trustee; or
- (d) the Trustees reasonably believes that he or she is incapable by reason of mental disorder, illness or injury of acting as a Trustee and they resolve that he or she be removed from office; or
- (e) resigns the office by notice in writing to the Charity but only if at least five Trustees will remain in office when the resignation takes effect; or
- (f) fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason; or
- (g) at a general meeting of the Charity, a resolution is passed that he or she be removed from office, provided the meeting has invited the views of the Trustee concerned and considered the matter in the light of such views; or
- (h) at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless the Trustee concerned has been given at least 14 clear days' notice that that resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of being heard by or of making written representations to the trustees.

### **37. Meetings of the Trustees**

- 37.1 The Trustees may meet, adjourn and run their meetings as they wish, subject to the rest of these Articles.
- 37.2 Questions arising at any meeting must be decided by a majority of votes. Every member has one vote including the Chairperson. If the votes are equal, the Chairperson does not have a casting vote.
- 37.3 A Trustee may, and the Secretary if requested by a Trustee must, summon a meeting of the Trustees.
- 37.4 Notice of a meeting need not be given to any Trustee who is out of the United Kingdom.

### **38. Officers of the Trustees**

- 38.1 The Trustees may elect or appoint a Chairperson, Secretary, Treasurer and any other officers that it wishes. The Secretary need not be a Trustee.

### **39. Quorum of the Trustees**

- 39.1 The quorum for Trustees' meetings shall be five or 25% of the total number of Trustees for the time being (whichever is the lesser).

**40. Vacancies on the Trustees**

40.1 The Trustees may act despite any vacancy on the committee. But if the number of members falls below the quorum, it may act only to summon a general meeting of the Charity or to appoint additional Trustees in accordance with Article 32.

**41. Virtual meetings**

41.1 A meeting of the Trustees may be held by telephone or by televisual or other electronic or virtual means agreed by resolution of the Trustees in which all participants may communicate simultaneously with all other participants.

**42. Decisions without a meeting**

42.1 The Trustees may take a unanimous decision without a meeting by indicating to each other by any means, including without limitation by electronic means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in writing.

42.2 The Trustees may take a majority decision without holding a Trustees' meeting if:

42.2.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;

42.2.2 that Trustee has made the other Trustees aware of the matter and the need for a decision;

42.2.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

42.2.4 a majority of the Trustees indicate their agreement by any means to a particular decision on that matter.

**43. Validity of Acts Done at Meetings**

43.1 It may be discovered that there was some defect in the appointment of a Trustee or someone acting as a member or that he or she was disqualified. If this is discovered, anything done before the discovery at any meeting of the Trustees is as valid as if there were no defects or disqualification.

**44. Conflicts of interest**

44.1 Whenever a Trustee has an interest in a matter (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) and that interest is reasonably likely to give rise to a conflict of interest, he or she must:

44.1.1 declare an interest before discussion begins on the matter;

44.1.2 remain only for such part of the meeting as is in the view of the trustees necessary to inform the debate;

44.1.3 not be counted in the quorum for that part of the meeting; and

44.1.4 withdraw during the vote and have not vote on the matter.

44.2 Article 44.1 shall apply to any matter to be discussed at a general meeting or a meeting of the Trustees or in relation to which a decision is proposed to be made in accordance with Article 42.

44.3 If any question arises whether a Trustee's interest can reasonably be regarded as likely to give rise to a conflict of interest, the question shall be decided by a majority decision of the unconflicted Trustees.

44.4 Where a Trustee is in a position of conflict, he or she will not be in breach of his or her duties to the Charity if he or she withholds confidential information from the Charity.

**45. Directors' power to authorise a conflict of interest**

45.1 This Article 45 shall only apply on and from 1 October 2008. The Trustees may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

45.1.1 Any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which he or she has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Charity and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and a duty or conflict duties);

45.1.2 the manner in which a conflict of interest arising out of any Trustee's office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises;

provided that for this purpose the Trustee in question and any other interested Trustee are not counted in the quorum at any meeting of the Trustees at which such matter, or such office, employment or position, is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

46. If a matter, office, employment or position has been authorised by the Trustees in accordance with Article 45 then:

46.1 the Trustee shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Charity if to make such a disclosure would result in a breach of duty or obligation of confidence owed by him or her in relation to or in connection with that matter, or that office, employment or position; and

46.2 the Trustee may absent him or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position will or may be discussed.

47. A Trustee shall not, by reason of his or her office, be accountable to the Charity for any benefit which he or she derives from any matter, or from any office, employment or position, which has been approved by the Trustees pursuant to Article 45 (subject in any such case to any limits or conditions to which such approval was subject).

48. **Register of interests of Trustees**

48.1 The Trustees shall cause a register of interests of Trustees to be kept. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not been previously declared.

49. **Delegation of Trustees' Powers to Sub-Committees and staff**

49.1 The Trustees may delegate the administration of any of its powers to Committees consisting of two or more of its members of the implementation of any of their resolutions and day to day management of the affairs of the Charity to any person or sub-committee. A sub-committee must conform to any regulations that the Trustees impose on it.

49.2 The Trustees on the sub-committee may (unless the Trustees direct otherwise) co-opt any person or people to serve on the sub-committee.

49.3 All acts and proceedings of the sub-committee must be reported to the Trustees as soon as possible.

50. **Chairperson of Sub-Committees**

50.1 A sub-committee may elect a Chairperson of its meetings if the Trustees do not nominate one.

50.2 If at any meeting the sub-committee's Chairperson is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be Chairperson of the meeting.

51. **Meetings of Sub-Committees**

51.1 A sub-committee may meet and adjourn whenever it chooses.

51.2 Questions at the meeting must be decided by a majority of votes of the members present.

51.3 The sub-committee must have minutes entered in minute books. Copies of these minutes must be given to all Trustees.

52. **Delegation of day to day management powers**

52.1 In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:

- 52.1.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget;
- 52.1.2 the Trustees shall provide the manager with a description of his or her role and the extent of his or her authority; and
- 52.1.3 the manager shall report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts sufficient to explain the financial position of the Charity.

### **Company Secretary**

#### **53. Appointment and Removal of the Company Secretary**

- 53.1 The Trustees may appoint a Company Secretary. If there is a Company Secretary, the Trustees may decide his or her period of office, pay (if not a Trustee) and conditions of service. They may also remove the Company Secretary.

#### **54. Actions of Directors and Company Secretary**

- 54.1 If the Companies Acts require any action to be taken both by a Trustee (a Director) and by the Company Secretary, it is not enough for one person who is both a Trustee and the Company Secretary to do the action first as a Trustee and then as Company Secretary.
- 54.2 If there is no Secretary:
  - 54.2.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
  - 54.2.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

### **Accounts**

#### **55. Proper Accounts must be Kept**

- 55.1 The Trustees must have proper books of account kept in accordance with the law. In particular, the books of account must show:
  - (a) all amounts received and spent by the Charity, and for what;
  - (b) all sales and purchases by the Charity;
  - (c) the assets and liabilities of the Charity.

55.2 The books of account must give a true and fair view of the state of the Charity's affairs and explain its transactions. Otherwise they are not proper books of account.

**56. Books must be Kept at the Office**

56.1 The books of account must be kept at the Office of the Company or at other places decided by the Trustees. The books of account must always be open to inspection by Trustees.

**57. Inspection of Books**

57.1 The Trustees must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not on the Trustees. A member who is not on the Trustees may only have the right to inspect a book of account or document of the Charity if the right is given by law or authorised by the Trustees or a general meeting.

**58. Statement of Financial Activities and Balance Sheets**

58.1 The Trustees must, for each accounting reference period, put before a general meeting of the Charity:

- (a) any statement of financial activities and income and expenditure accounts;
- (b) a report by the Trustees on the state of the Charity as required by the law
- (c) a balance sheet; and
- (d) such other reports statements or accounts as are from time to time required by law

58.2 The Trustees must file with the Companies Registrar the annual returns that are required.

**59. Copies for Members**

59.1 Certain documents must be sent to members of the Charity before they are filed with the Companies Registrar. These documents are:

- (a) a copy of every balance sheet (including every document required by law to be attached to it) which is to be laid before the Charity at the general meeting;
- (b) a copy of any report from Reporting Accountants or Auditors; and
- (c) a copy of the report of the Trustees

59.2 These documents may be sent in accordance with Article 61.

**60. Appointment of Reporting Accountants or Auditors**

60.1 The Charity must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Charity's income or assets from time to time meets this legal requirement.

**61. Communications by and to the Charity**

61.1 Subject to the provisions of the Companies Acts and these Articles:

61.1.1 a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form, in electronic form or (in the case of communications by the Charity) by making it available on a website;

61.1.2 a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and

61.1.3 a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Companies Acts.

61.1.4 Any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Charity's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member, provided that:

(a) a member whose registered address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Charity; and

(b) the Charity is not required to send notice of a general meeting or a copy of its annual report and accounts to a member for whom it no longer has a valid address.

61.2 Any document to be served on the Charity or on any officer of the Charity under the Articles may only be served:

61.2.1 in the case of documents in hard copy form, by sending or delivering them to the Charity's registered office or delivering them personally to the officer in question; or

61.2.2 in the case of documents in electronic form, by sending them by electronic means:

- (a) to an address notified to the members for that purpose; and
  - (b) from an address previously notified to the Charity by the member for the purposes of sending and receiving documents and information.
- 61.3 A member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
- 61.4 Where a document or information is sent or supplied under the Articles:
- 61.4.1 Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effect at the expiry of 48 hours after the envelope contained it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
  - 61.4.2 Where the document or information is sent or supplied by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.
  - 61.4.3 Where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:-
    - (a) the material is first made available on the website; or
    - (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
- 61.5 Where any document or information has been sent or supplied by the Charity by electronic means and the Charity receives notice that the message is undeliverable:
- 61.5.1 if the document or information has been sent to a member and is notice of a general meeting of the Charity or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Charity's register of member, but may in its discretion choose to do so; and
  - 61.5.2 in all other cases, the Charity will send a hard copy of the document or information to the member's postal address as shown in the Charity's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.
  - 61.5.3 The date of service or delivery of the documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

**62. Accidental Omission of Notice**

62.1 Sometimes a person entitled to receive a notice of a meeting does not get it because of accidental omission or some other reason. This does not invalidate the proceedings of that meeting.

**63. Who is Entitled to Notice of General Meetings**

63.1 Notice of every general meeting must be given to

- (a) every Member (except those members who lack a registered address within the United Kingdom and have not given the Company an address for notices within the United Kingdom);
- (b) Reporting Accountants or Auditor of the Company;
- (c) all Trustees; and
- (d) all those with rights of nomination to the Trustees (if any).

63.2 No-one else is entitled to receive notice of general meetings.

**64. Alteration of the Articles**

64.1 The Charity may alter these Articles only by a special resolution but the composition of the Board of Trustees and numbers of Trustees may be varied in accordance with Article 34.

64.2 No Regulated Alteration may be made to the Memorandum or the Articles without the Charity Commission's prior written approval.

**65. Dissolution of the Company**

65.1 The provisions of clauses 8 and 9 of the Memorandum relating to the winding-up or dissolution of the Charity shall have effect and be observed as if the same were repeated in the Articles.

## Signatures, addresses and occupations of Subscribers

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Alice Jacqueline Tligui  
64 Coleman Road, London SE5 7TG      Charity manager

Ian Wallace  
5, Great Goodwin Drive, Merrow, Guildford GU1 2TX      Charity manager

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Dated this 31 day of March 1999

Witness to the above signatures:

Name: Sara Davidson

Address: 10 Manor Road, Didcot, Oxon OX1 7JY

Occupation: Project manager