Company Number: 1675552

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

SPECIAL RESOLUTION

(PURSUANT TO SECTION 29 AND 30 COMPANIES ACT 2006)

OF

WORLD VISION UK

ARQ4CIJ8 A20 23/03/2010 114 COMPANIES HOUSE

Passed on 12th March 2010

At an annual general meeting of the members of the Company duly convened and held

At World Vision, Fox Milne, Opal Drive, Milton Keynes, MK15 0ZR

on 12th March 2010

the following special resolution was duly passed:

1 SPECIAL RESOLUTION

That the Articles of Association contained in the document attached to this resolution and for the purposes of identification marked 'A' be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company

CHAIRMAN

COMPANIES ACT 2006 MEMORANDUM & ARTICLES OF ASSOCIATION OF WORLD VISION UK

Company limited by guarantee and not having a share capital

Memorandum of Association of

WORLD VISION UK

WE, the several person whose names and addresses are subscribed, are desirous of being formed into an Association in pursuance of this Memorandum of Association

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

TOM HOUSTON

9 Amen Lodge

Executive Director

Warwick Lane

London EC4M 7BY

A.D PONT

9 Sandy Lodge Lane

Executive Director

Northwood

Middlesex

BRIAN R. WOODGATE

32 Coniston Avenue

Executive Officer

Tunbridge Wells

Kent

JAMES R TYSOE

3 Hillcrest

Southborough

Tunbridge Wells

Kent

Company Executive

DATED this 17th day of August 1982

WITNESS to the above Signatures:

PETER SEARLE 80 Orchard Road

Birmingham B24 4JA

Manager

COMPANIES ACT 2006

ARTICLES OF ASSOCIATION OF WORLD VISION UK

Company limited by guarantee and not having a share capital

This is a true copy of the Articles of Association as adopted by Special Resolution passed at an Annual General Meeting held on 12th March 2010

I NAME

The name of the Charity is World Vision UK ("the Charity")

2 REGISTERED OFFICE

The registered office of the Charity will be situate in England

3 OBJECTS

The objects for which the Charity is established for the public benefit are. ("the Objects")

- To relieve or prevent poverty anywhere in the world, particularly (but not exclusively) among children, by means including (but not limited to)
 - (a) Emergency relief that assists people affected by conflict or disaster,
 - (b) Sustainable development that improves the conditions of life in socially and economically disadvantaged communities,
 - (c) Advocacy by educating, engaging with and mobilising people in the United Kingdom and other countries concerning the nature, causes and effects of such emergencies and poverty
- 3 2 To promote and uphold the principles of the Christian religion, including (but not limited to) working with and strengthening the work of Christian churches in any part of the world in providing services to communities, including (but not limited to) those affected by conflict, disasters and poverty, regardless of race, nationality, religion, gender or political affiliation

4 POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects

4 I To raise funds and invite and receive contributions from any person, body, trust, company association or organisation whatsoever (whether incorporated or not) by

- way of subscription, donation, bequest, sponsorship and otherwise; Provided that in raising funds the Trustees shall not undertake any substantial permanent trading activity and shall conform to any relevant statutory regulations
- To hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others
- 4.3 To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them
- To draw, make, accept, endorse, discount, execute and issue promissory notes, bills cheques and other instruments, and to operate bank accounts in the name of the charity
- 45 To publish or distribute information.
- 4.6 To support, act as a trustee of, manage, administer or set up other charities
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 48 To make donations, grants or payments of any kind and to give guarantees
- 49 To buy, take on lease or in exchange, hire or otherwise acquire property of any kind and to maintain and equip it for use
- 4 10 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.11 To set aside funds for special purposes or as reserves against future expenditure
- 4 12 To deposit or invest funds in any manner but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification.
- 4.13 To delegate the management of investments to a financial expert, but only on terms that:
 - 4 13 I the investment policy is set down in writing for the financial expert by the Trustees.
 - 4 13 2 every transaction is reported promptly to the Trustees,
 - 4.13.3 the performance of the investments is reviewed regularly with the Trustees,
 - 4 13 4 the Trustees are entitled to cancel the delegation arrangement at any time,
 - 4.13 5 the investment policy and the delegation arrangement are reviewed at least once a year but so that any failure by the Trustees to undertake such review within the said period of a year shall not invalidate the delegation;

- 4.13 6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt,
- 4.13 7 the financial expert must not do anything outside the powers of the Trustees
- 4 14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required
- 4 15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity and/or its employees when required
- 4 16 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
- 4.17 Subject to Article 5 below, to employ paid or unpaid agents, staff or advisers
- 4 18 To enter into contracts to provide services to or on behalf of other bodies
- 4.19 To establish subsidiary companies to assist or act as agents for the Charity
- 420 To pay the costs of forming the Charity
- 4.21 To do anything else within the law which promotes or helps to promote the Objects

5. BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but.
 - 5 1 I members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied,
 - 5 I 2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1 3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
- A Trustee must not receive any payment of money or other material benefit (whether direct or indirect) from the Charity except.
 - 5.2 I as mentioned in Articles 4 16, 5 1 2 and 5 1.3 above or Article 5 3 below,

- 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity,
- an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),
- 5.2.4 payment to any company in which a Trustee has no more than a 1 percent shareholding;
- 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 Any Trustee (or any firm or company of which such a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
 - 5 3 l the goods or services are actually required by the Charity,
 - the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 5.4 below,
 - 5 3 3 no more than one half of the Trustees are affected by such a contract in any financial year
- Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee of Trustees the Trustee concerned must:
 - 5 4 I declare an interest before discussion begins on the matter;
 - 5 4 2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information,
 - 5.4.3 not be counted in the quorum for that part of the meeting,
 - 5 4 4 withdraw during the vote and have no vote on the matter.
- 5.5 This clause may not be amended without the prior written consent of the Commission.

6. LIMITED LIABILITY

The liability of members is limited.

7. GUARANTEE

Every member of the Charity undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Charity contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding £1.

8 DISSOLUTION

- 8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
 - 8 1 1 by transfer to one or more other bodies established for exclusively charitable purposes within or the same as the Objects,
 - 8 I 2 directly for the Objects or charitable purposes within the Objects,
 - 8 I 3 in such other manner consistent with charitable status as the Commission approve in writing in advance.
- 8 2 A final report and statement of account must be sent to the Commission.

9 MEMBERSHIP

- 9 I The number of members must be at least three and shall not exceed 20
- 92 The Charity must maintain a register of members
- 9 3 Membership of the Charity is open only to the Trustees and such other individuals or organisations (if any) as the Trustees may from time to time approve, but before being entitled to exercise the functions of a member every prospective member must sign the Register of members or consent in writing to become a member
- 9.4 Membership is terminated if the member concerned
 - 941 gives written notice of resignation to the Charity,
 - 9 4.2 dies or (in the case of a member who is a Trustee) ceases for any reason to be a Trustee.
 - 9 4 3 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)
- 9 5 Membership of the Charity is not transferable

10 GENERAL MEETINGS

- 10.1 Members are entitled to attend general meetings either personally or by proxy or (in the case of a member organisation) by an authorised representative Proxy forms must be delivered to the Secretary at least 24 hours before the meeting. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed
- There is a quorum at a general meeting if the number of members or authorised representatives present in person or by proxy is at least three or one third of the

members, whichever is the greater

- The Chair or (if the Chair is unable or unwilling to do so) the Vice Chair or (if the Vice Chair is unable to unwilling to do so) some other member elected by those present presides at a general meeting
- 10.4 Except where otherwise provided by the Acts, every issue is decided by a majority of the votes cast
- 10.5 Every member present in person or through an authorised representative or by proxy has one vote on each issue
- A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified their agreement to the resolution in an authenticated document which has been received at the registered office of the Charity within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several documents to which one or more members have signified their agreement.
- 10.7 The Trustees may call a general meeting and, on the requisition of the members pursuant to the Acts, shall forthwith proceed to convene a general meeting in accordance with the provision of the Acts.
- Every notice of a general meeting must include a prominent statement of the right to appoint a proxy that complies with the requirements of the Acts.
- Any member entitled to attend and vote at any meeting of the Charity shall be entitled to appoint another person (whether a member or not) as his proxy to speak, attend and vote (by a show or hands or on a poll) in his place

II. THE TRUSTEES

- The Trustees as charity trustees have control of the Charity and its property and funds
- The board of Trustees when complete consists of at least three and not more than twenty persons being one ex officio Trustee and at least two and not more than 19 Appointed Trustees
- The ex officio Trustee shall be the President for the time being of the organisation called World Vision International, by virtue of his or her office, or such person as may be designated by the President of World Vision International to serve in that capacity. The Appointed Trustees shall be appointed by resolution of the board of Trustees
- Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees

- An Appointed Trustee is appointed for a term ending at the fourth annual retirement meeting (or the third annual retirement meeting where first appointed at a retirement meeting) after his or her appointment, after which he or she is normally eligible for re-appointment for further terms ending at the third annual retirement meeting after his or her re-appointment, subject to a maximum of three consecutive terms in total Subject always to Articles 11.6 and 117, on the expiration of three consecutive terms, or on the earlier termination of the Trustee's appointment, a period of twelve consecutive months must elapse before she or he is eligible for re-appointment as a Trustee. The annual retirement meeting shall be the first meeting of the Trustees held in each calendar year. Where an Appointed Trustee is required by these Articles to retire at an annual retirement meeting, the retirement shall take effect upon the conclusion of the meeting.
- In the event that an Appointed Trustee is appointed to be a member, director or trustee of an international World Vision entity which requires him or her to continue to be a Trustee of the Charity, he or she will remain eligible for re-appointment as an Appointed Trustee for as long as he or she serves the international World Vision entity. In the event that an Appointed Trustee who has already served as a Trustee of the Charity for three consecutive terms ceases to be a member, director or trustee of an international World Vision entity he or she will retire at the next annual retirement meeting of the Trustees, the retirement to take effect upon the conclusion of the annual retirement meeting, after which a further period of twelve consecutive months must elapse before he or she is eligible to be re-appointed as an Appointed Trustee.
- In the event that a Trustee is elected to serve as Chair, he or she will remain eligible for appointment as an Appointed Trustee whilst holding the office of Chair until he or she has served for a total of four consecutive terms, after which he or she may be reappointed by the Trustees for further terms of no more than twelve consecutive months if the Trustees decide that special circumstances justify the reappointment. Following his or her retirement, a further period of twelve consecutive months must elapse before he or she is eligible for re-appointment as an Appointed Trustee
- 118 A Trustee's term of office automatically terminates if he or she.
 - 11.8.1 is disqualified under the Charities Act 1993 from acting as a charity trustee.
 - 1182 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 11 8.3 except in the case of the ex officio Trustee is absent from all full Board meetings of the Trustees held during any period of 12 consecutive months,
 - 1184 resigns by written notice to the Trustees (but only if at least two

Trustees will remain in office),

- except in the case of the ex officio Trustee is removed by a resolution of the Trustees passed by a simple majority of the Trustees present and voting at a meeting of the Trustees after the meeting has invited the views of the Trustee concerned (who is not permitted to vote) and considered the matter in the light of any such views.
- II 86 In the case of the ex officio Trustee, ceases to be the President of World Vision International or ceases to be designated to serve as ex officio Trustee by the President of World Vision International
- A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

12 PROCEEDINGS OF TRUSTEES

- 12.1 The Trustees must hold at least three meetings each year. Meetings of the Trustees will normally be called by the Chair or (if the Chair is unable or unwilling to do so) the Vice Chair (or if the Vice Chair is unable or unwilling to do so) some other Trustee on at least seven clear days' notice unless either
 - 12 | I all the Trustees agree or
 - 12.12 urgent circumstances require shorter notice
- No decision may be made at a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made 'Present' includes being present by electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants. A quorum at a meeting of the Trustees is three Trustees. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- The Chair or (if the Chair is unable or unwilling to do so) the Vice Chair (or if the Vice Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 12.5 Decisions at a meeting of the Trustees shall be made by a majority of votes.
- Every Trustee has one vote on each issue but in the event of a tie, the Chair shall have an additional casting vote.
- A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 12.8 A resolution in writing or in electronic form agreed by a simple majority of all the Trustees entitled to receive notice of a meeting of Trustees or a

committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held provided that

- a copy of the resolution is sent or submitted to all the Trustees eligible to vote, and
- a simple majority of Trustees (or in the case of a committee of Trustees, a simple majority of those Trustees appointed to that committee) has signified their agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date.

The resolution in writing may comprise several documents to which one or more Trustees signify their agreement.

13 POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Charity

- to appoint (and remove) any person (who may be a Trustee), to act as Secretary to the Charity in accordance with the Acts,
- to appoint (and remove) a Chair, Vice Chair, and other honorary officers from among their number;
- 13.3 to confer honorary titles on any person,
- to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee) and may delegate their administrative functions only to an administrator (being an individual or a company) who need not be a trustee, provided in all cases that all proceedings of committees and the work of the administrator(s) must be reported promptly to the Trustees,
- 13 5 to make Standing Orders consistent with the Memorandum, these Articles and the Acts to govern proceedings at general meetings and to prescribe a form of proxy,
- to make Rules consistent with the Memorandum, these Articles and the Acts to govern proceedings at their meetings and at meetings of committees;
- to make Regulations consistent with the Memorandum, these Articles and the Acts to govern the administration of the Charity and the use of its seal (if any);
- to resolve or establish procedures to assist the resolution of disputes within the Charity;
- 13.9 to exercise any powers of the Charity which are not reserved to a general meeting.

14 CONFLICTS OF INTEREST

- If a Trustee or a connected person in relation to a Trustee is in any way directly or indirectly interested in a proposed transaction or arrangement with the Charity the interested Trustee must declare the nature and extent of that interest to the other Trustees at a meeting of the Trustees before the Charity enters into the transaction or arrangement.
- 14.2 Article 14.1 does not apply:
 - 1421 to an interest of which the Trustee is not aware or could not reasonably be expected to be aware, or where the Trustee is not aware of the transaction or arrangement in question,
 - 14 2 2 If it cannot reasonably be regarded as likely to give rise to a conflict of interest:
 - 14.2.3 to the extent the Trustees are already aware of it
- A Trustee of the Charity must avoid a conflict of interest in relation to the Charity that is not authorised by the Trustees under this Article or does not relate to a transaction or arrangement that is authorised by any other provision of these Articles or by the Charity Commission
- The Trustees of the Charity may authorise a conflict of interest of a Trustee (an "interested Trustee") that is not authorised by any other provision of these Articles at a meeting of the Trustees where the following conditions apply:
 - 14.4.1 The interested Trustee has declared his interest at or before the meeting before discussion begins on the matter,
 - 1442 The interested Trustee is absent from the meeting for that item;
 - 14.4.3 The interested Trustee is not counted in the quorum for that part of the meeting,
 - 14.4.4 The Trustees other than the interested Trustee and any other interested Trustee consider it is in the interests of the Charity to authorise the conflict of interest in the circumstances applying,
 - 14.4.5 The interested Trustee and any other interested Trustee is absent during the vote and has no vote on the matter or in considering whether a quorum is present at the meeting.
 - 14.4.6 For the avoidance of doubt, nothing in this Article 14.4 shall permit the Trustees to authorise a conflict of interest that results in a direct or indirect benefit to a Trustee or a connected person
- 14.5 The duty of the Trustees of the Charity to avoid a conflict of interest does not apply to transactions or arrangements described in Article 5 3 of these Articles or which directly or indirectly promote the Objects subject to compliance

with Article 5.4 of these Articles

15 RECORDS & ACCOUNTS

- The Trustees must comply with the requirements of the Acts and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of.
 - 15 | 1 annual reports,
 - 15 | 2 annual returns, and
 - 15 1 3 annual statements of account
- 15.2 The Trustees must keep proper records of:
 - 15 2.1 all proceedings at general meetings
 - 15 2 2 all proceedings at meetings of the Trustees
 - 15.2.3 all proceedings at committees and committee reports
 - 15.24 all professional advice obtained
- Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide
- A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs (as required by the Charities Act 1993).

16 NOTICES

- Notices under these Articles may be sent by hand, or by post or by suitable electronic means
- 16.2 The only address at which a member is entitled to receive notices sent by post is the address in the U K shown in the register of members. In relation to electronic communications, "address" includes any number or address used for the purpose of such communications.
- 16.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
 - 16.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address
 - 1632 two clear days after being sent by first class post to that address
 - 16 3.3 three clear days after being sent by second class or overseas post to

that address

- 16 3.4 on the date of publication of a newspaper containing the notice
- on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,
- 16 3 6 as soon as the member acknowledges actual receipt
- A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

17 INTERPRETATION

In these Articles

17 I "The Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Charity,

"these Articles" means these articles of association,

"Chair" means the Chair of the Trustees (see Article 13 2),

"the Charity" means the company governed by these Articles,

"charity trustee" has the meaning prescribed by the Charities Act 1993 (see Section 97(1)),

"clear day" means, in relation to a period of notice, means 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,

"the Commission" means the body corporate known as the Charity Commission for England and Wales,

"conflict of interest" means a situation in which a person has or can have a direct or indirect interest that conflicts or possibly may conflict with the interests of the Charity A conflict of interest includes a conflict of interest and duty or loyalty and a conflict of duties and loyalties,

"connected person" means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, a person carrying on business in partnership with a Trustee or an institution that is controlled by a Trustee or a connected person or any company of which a Trustee or a connected person has a substantial interest,

"financial expert" means an individual, company or firm who is an authorised to give investment advice under Financial Services and Markets Act 2000.

"international World Vision entity" means the organisation called World Vision International or any organisation considered to be an international World Vision entity by World Vision International's governing body,

"material benefit" means a benefit which may not be financial but has a

monetary value,

"member" and "membership" refer to company membership of the Charity,

"the Memorandum" means the Charity's Memorandum of Association,

"month" means calendar month,

"the Objects" means the Objects of the Charity as defined in Article 3 of these Articles,

"Secretary" means the Secretary of the Charity;

"trading" means carrying on a trade or business on a substantial permanent basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects,

"Trustee" means a director of the Charity,

"Vice Chair" means the Vice Chair of the Trustees (see Article 13.2);

"written" or "in writing" refers to a legible document on paper (including a fax message),

"year" means calendar year

- Unless the context requires, words and expressions contained in the Articles bear the same meaning in the Acts.
- References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it