

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

International Alert

Company No: 02153193



10 Queen Street Place, London EC4R 1BE
bateswells.co.uk

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INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

2.1 The objects of the Association are:

- 2.1.1 to promote all means of conciliation and resolution of such conflict and reparation in relation to the same so as to assist the resolution of such conflict such charitable objects to be carried on anywhere in the world;
- 2.1.2 to advance the education of the public by the promotion of research into the causes and effects of conflict (whether within or between groups or public entities of any kind) and research into the maintenance of human rights and development of economic well being in the context of such conflict and to disseminate the useful results of such research; and
- 2.1.3 to relieve poverty, suffering and distress.

3. Powers

3.1 To further its objects the Association may:

- 3.1.1 establish and maintain a research centre or centres in the United Kingdom and elsewhere;
- 3.1.2 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.1.3 conduct research on a situation involving conflict in any part of the world where in the opinion of the Association there is concern about the maintenance of human rights or economic wellbeing and to disseminate the useful results of such research;
- 3.1.4 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.5 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;

- 3.1.6 provide or procure the provision of counselling and guidance;
- 3.1.7 provide or procure the provision of advice;
- 3.1.8 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.1.9 provide and assist in the provision of money, materials or other help;
- 3.1.10 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.11 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.12 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Association must comply as appropriate with the Charities Act 2011);
- 3.1.13 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Association must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.1.14 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.15 invest the Association's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.16 arrange for investments or other property of the Association to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.17 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.18 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.19 accept (or disclaim) gifts of money and any other property;
- 3.1.20 raise funds by way of subscription, donation or otherwise;
- 3.1.21 trade in the course of carrying out the objects of the Association and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.22 incorporate and acquire subsidiary companies to carry on any trade;
- 3.1.23 subject to Article 4 (Limitation on private benefits):
 - (a) engage and pay employees, consultants and professional or other advisers; and

- (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.1.24 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.25 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Association's objects);
- 3.1.26 undertake and execute charitable trusts;
- 3.1.27 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Association, including (without limitation) by creating permanent endowment;
- 3.1.28 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.29 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.30 pay out of the funds of the Association the costs of forming and registering the Association;
- 3.1.31 insure the property of the Association against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Association;
- 3.1.32 provide indemnity insurance for the Trustees or any other officer of the Association in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189 shall be treated as references to officers of the Association); and
- 3.1.33 do all such other lawful things as may further the Association's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Association shall be applied solely towards the promotion of its objects.

Permitted benefits to members, Trustees and Connected persons

- 4.2 No part of the income and property of the Association may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Association unless the payment is permitted by Articles 4.3, 4.4 or 4.5.
- 4.3 No Trustee may:
 - 4.3.1 sell goods, services or any interest in land to the Association;
 - 4.3.2 be employed by, or receive any remuneration from, the Association; or

4.3.3 receive any other financial benefit from the Association;

unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court or the Charity Commission. In this Article 4 a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

4.4 A Trustee may receive the following benefits from the Association:

4.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Association in their capacity as a beneficiary of the Association;

4.4.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Association for, or may pay out of the Association's property, reasonable expenses properly incurred by them when acting on behalf of the Association;

4.4.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by the Association for any goods or services supplied to the Association on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Association) provided that this provision and Article 4.5.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);

4.4.4 a Trustee or a person who is Connected with a Trustee may receive interest on money lent to the Association at a reasonable and proper rate which must not be more than the Bank of England bank rate (also known as the base rate);

4.4.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Association;

4.4.6 the Association may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.32; and

4.4.7 a Trustee or other officer of the Association may receive payment under an indemnity from the Association in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 21 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

Subsidiary Companies

4.5 A Trustee may receive the following benefits from any Subsidiary Company:

4.5.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in their capacity as a beneficiary of the Association or of any Subsidiary Company;

4.5.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by them when acting on behalf of any Subsidiary Company;

- 4.5.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the approval of the Trustees, (excluding, in the case of a Trustee, services performed under a contract of employment with any Subsidiary Company) provided that this provision and Article 4.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
- 4.5.4 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive interest on money lent to any Subsidiary Company, which must not be more than the Bank of England bank rate (also known as the base rate);
- 4.5.5 a Trustee or a person who is Connected with a Trustee may, with the approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
- 4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- 4.5.7 a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a specific benefit to that Trustee or a person Connected to them under Articles 4.4.3 , 4.5.4 or 4.5.5.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

- 5.1 The liability of each member is limited to £5, being the amount that each member undertakes to contribute to the assets of the Association in the event of its being wound up while they are a member or within one year after they cease to be a member, for:
 - 5.1.1 payment of the Association's debts and liabilities contracted before they cease to be a member;
 - 5.1.2 payment of the costs, charges and expenses of winding up; and
 - 5.1.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Association shall be indemnified out of the assets of the Association in relation to any liability incurred by the Trustee in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Association may be indemnified out of the assets of the Association in relation to any liability incurred by them in that capacity, but only to the extent permitted by the Companies Acts.

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Association's business, for which purpose they may exercise all the powers of the Association.

8. Chair and Vice-Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove the Chair from that office. The Trustees may appoint one of their number to be the Vice-Chair of the Trustees for such term of office as they determine and may at any time remove the Vice-Chair from that office.

9. Trustees may delegate

9.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee so designated and constituted by the Board of Trustees.

9.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Association to any person or committee so designated and constituted by the Board of Trustees

9.3 Any delegation by the Trustees may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

9.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

9.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

9.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Association for such purposes and on such conditions as they determine.

10. Committees

10.1 In the case of delegation to committees:

- 10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 10.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
 - 10.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - 10.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Association except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

11. Delegation of day to day management powers

- 11.1 In the case of delegation of the day to day management of the Association to a chief executive or other manager or managers:
- 11.1.1 the delegated power shall be to manage the Association 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;
 - 11.1.2 the Trustees shall provide any manager with delegations pursuant to this clause with a description of the manager's role and the extent of the manager's authority; and
 - 11.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Association and provide them regularly with management accounts which are sufficient to explain the financial position of the Association.

12. Delegation of investment management

- 12.1 The Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:
- 12.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Trustees;
 - 12.1.2 timely reports of all transactions are provided to the Trustees;

- 12.1.3 the performance of the investments is reviewed regularly with the Trustees;
- 12.1.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 12.1.5 the investment policy and the delegation arrangements are reviewed regularly;
- 12.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 12.1.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

13. Power to change name of Association

13.1 The Trustees may change the name of the Association at any time by:

- 13.1.1 majority decision of at least three-quarters of the Trustees present and voting at a meeting;
or
- 13.1.2 a unanimous decision following the procedure in Article 20.

DECISION-MAKING BY TRUSTEES

14. Trustees to take decisions collectively

14.1 Subject to Article 13 any decision of the Trustees must be either:

- 14.1.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 19); or
- 14.1.2 a decision taken in accordance with Article 20.

15. Calling a Trustees' meeting

15.1 A Trustees' meeting may be called by:

- 15.1.1 the Chair;
- 15.1.2 the Vice-Chair;
- 15.1.3 any three Trustees; or

15.2 the Secretary, if any, at the request of any three Trustees..

15.3 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:

- 15.3.1 all the Trustees agree; or
- 15.3.2 urgent circumstances require shorter notice.

15.4 Notice of Trustees' meetings must be given to each Trustee.

- 15.5 Every notice calling a Trustees' meeting must specify:
 - 15.5.1 the day and time of the meeting;
 - 15.5.2 the place where all the Trustees may physically attend the meeting (if any);
 - 15.5.3 the general nature of the business to be considered at the meeting; and
 - 15.5.4 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 15.6 Notice of Trustees' meetings need not be in Writing.
- 15.7 Article 34 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.
- 16. Participation in Trustees' meetings
 - 16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
 - 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing, electronic facilities and/or electronic platforms).
 - 16.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other. For the avoidance of doubt, a Trustee participating in a meeting via telephone or other communication in accordance with Article 16.1 shall be treated as being present in person at the meeting for all purposes (including, without limitation, for the purposes of any provisions of the Articles relating to the quorum for the meeting).
 - 16.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 17. Quorum for Trustees' meetings
 - 17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
 - 17.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is three.
 - 17.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.
- 18. Chairing of Trustees' meetings

The Chair, if any, or in their absence the Vice-Chair, if any, or in the absence of both the Chair and the Vice-Chair, another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

19. Casting vote
- 19.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote they may have.
- 19.2 Article 19.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.
20. Decisions without a meeting
- 20.1 A decision is taken in accordance with this Article when all of the Trustees able to vote on a matter indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. If one or more of the Trustees has a conflict of interest or duty which, under Article 21, results in them not being entitled to vote, all unconflicted trustees must vote in favour of the decision for a decision to be passed under this Article.
- 20.2 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.
- 20.3 A decision which is made in accordance with this Article 20 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
 - 20.3.1 approval from each Trustee that is able to vote on the matter must be received by one person being either such person as the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;
 - 20.3.2 following receipt of responses from all of the Trustees that are able to vote on the matter, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 20.3;
 - 20.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
 - 20.3.4 the Recipient must prepare a minute of the decision in accordance with Article 38 (Minutes)
21. Conflicts of interest
- Declaration of interests
- 21.1 Unless Article 21.2 applies, a Trustee must declare the nature and extent of:
 - 21.1.1 any direct or indirect interest which they have in a proposed transaction or arrangement with the Association; and
 - 21.1.2 any duty or any direct or indirect interest which they have which conflicts or may conflict with the interests of the Association or their duties to the Association.

- 21.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

- 21.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Association, they are entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

- 21.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Association, they may participate in the decision-making process and may be counted in the quorum and vote unless:

- 21.4.1 the decision could result in the Trustee or any person who is Connected with them receiving a benefit other than:

- (a) any benefit received in their capacity as a beneficiary of the Association (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Association;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.32;
- (c) payment under the indemnity set out at Article 6; and
- (d) reimbursement of expenses in accordance with Article 4.4.2; or

- 21.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case the Trustee must comply with Article 21.5.

- 21.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 21.5, they must:

- 21.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

- 21.5.2 not be counted in the quorum for that part of the process; and

- 21.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Association

- 21.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with their obligations under these Articles in respect of that conflict:

- 21.6.1 the Trustee shall not be in breach of their duties to the Association by withholding confidential information from the Association if to disclose it would result in a breach of any other duty or obligation of confidence owed by them; and
- 21.6.2 the Trustee shall not be accountable to the Association for any benefit expressly permitted under these Articles which they or any person Connected with them derives from any matter or from any office, employment or position.
22. Register of Trustees' interests
- The Trustees must ensure a register of Trustees' interests is kept.
23. Validity of Trustee actions
- All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in their appointment or that they were disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.
24. Trustee's discretion to make further rules
- Subject to the Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

APPOINTMENT AND RETIREMENT OF TRUSTEES

25. Number of Trustees
- There shall be at least three Trustees and no more than fifteen Trustees.
26. Appointment of Trustees and retirement of Trustees by rotation
- Appointment of Trustees
- 26.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee by a decision of the Trustees.
- Automatic retirement
- 26.2 Each Trustee shall retire from office at the first Trustee Meeting that takes place following the third anniversary of their appointment.
- Maximum term
- 26.3 Retiring Trustees may be reappointed but, subject to Articles 26.4, 26.5 and 26.6, a Trustee who has served for two consecutive terms of office must take a break from office and may not be reappointed until the anniversary of the commencement of their break from office.
- 26.4 Where the Trustees determine there are exceptional circumstances and it is in the best interests of the Association, the Trustees may reappoint a Trustee retiring at the end of their second consecutive term of office for an additional term before that Trustee is required to take a break from office in accordance with Article Error! Reference source not found..

26.5 If the retirement of a Trustee under Article 26.2 causes the number of Trustees to fall below that set out in Article 25 then the retiring Trustee shall remain in office until a new appointment is made.

26.6 Unless their term is terminated earlier in accordance with Article 27 the Trustees who are in office at the date of adoption of these Articles shall remain in office for such time period as is agreed by a majority decision of the Trustees.

Minimum age

26.7 No person may be appointed as a Trustee unless they have reached the age of 18 years.

General

26.8 A Trustee may not appoint an alternate director or anyone to act on their behalf at meetings of the Trustees.

27. Disqualification and removal of Trustees

27.1 A Trustee shall cease to hold office if:

27.1.1 they cease to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

27.1.2 they are disqualified under the Charities Act 2011 from acting as a trustee of a charity;

27.1.3 the Trustees reasonably believe that the Trustee has become physically or mentally incapable of managing their own affairs and the Trustees resolve that the Trustee be removed from office;

27.1.4 notification is received by the Association from them that they are resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);

27.1.5 they fail to attend three consecutive meetings of the Trustees and the Trustees resolve that the Trustee be removed for this reason;

27.1.6 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that the Trustee be removed from office. Such a resolution shall not be passed unless the Trustee has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at their option) being heard by or of making written representations to the Trustees; or

27.1.7 they cease to be a member of the Association.

PATRONS

28. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Association on such terms as they shall think fit. A patron (if not a member) shall have the right to be given

notice of, to attend and speak (but not vote) at any general meeting of the Association and shall also have the right to receive accounts of the Association when available to members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

29. Trustees as members

29.1 The Trustees from time to time shall be the only members of the Association.

29.2 A Trustee shall become a member on becoming a Trustee. All new Trustees are treated as having agreed to become members of the Association.

29.3 The names of the members of the Association must be entered in the register of members.

30. Termination of membership

30.1 A member shall cease to be a member if they cease to be a Trustee.

30.2 Membership is not transferable and shall cease on death.

31. Associate members

The Trustees may establish from time to time such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Association for the purposes of the Articles or the Companies Acts.

DECISION-MAKING BY MEMBERS

32. Members' Meetings

32.1 The Trustees may call a general meeting of the members at any time.

32.2 Subject to Article 32.3, such meetings must be called and held in accordance with the provisions regarding such meetings in the Companies Acts.

32.3 The quorum for general meetings is three, provided that if the quorum for Trustee's meetings is fixed at a different level by a decision of the Trustees, in accordance with Article 17.2, the quorum for general meetings shall change accordingly.

WRITTEN RESOLUTIONS

33. Written resolutions

General

33.1 Subject to this Article 33 a written resolution agreed by:

33.1.1 members representing a simple majority; or

- 33.1.2 (in the case of a special resolution) members representing not less than 75%;
of the total voting rights of eligible members shall be effective.
- 33.2 On a written resolution each member shall have one vote.
- 33.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 33.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of their term of office may not be passed as a written resolution.

Circulation

- 33.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.
- 33.6 In relation to a resolution proposed as a written resolution of the Association the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 33.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 33.8 Communications in relation to written resolutions must be sent to the Association's auditors in accordance with the Companies Acts.

Signifying agreement

- 33.9 A member signifies their agreement to a proposed written resolution when the Association receives from them (or from someone acting on their behalf) an authenticated Document:
- 33.9.1 identifying the resolution to which it relates; and
- 33.9.2 indicating the member's agreement to the resolution.
- 33.10 For the purposes of Article 33.9:
- 33.10.1 a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 33.10.2 a Document sent or supplied in Electronic Form is sufficiently authenticated if:
- (a) the identity of the sender is confirmed in a manner specified by the Association; or
 - (b) where no such manner has been specified by the Association, if the communication contains or is accompanied by a statement of the identity of the sender and the Association has no reason to doubt the truth of that statement.
- 33.11 If the Association gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information

relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

34. Communications by the Association

Methods of communication

34.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Association under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Association, including without limitation:

34.1.1 in Hard Copy Form;

34.1.2 in Electronic Form; or

34.1.3 by making it available on a website.

34.2 Where a Document or information which is required or authorised to be sent or supplied by the Association under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

34.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

34.4 A member present in person or by proxy at a meeting of the Association shall be deemed to have received notice of the meeting and the purposes for which it was called.

34.5 Where any Document or information is sent or supplied by the Association to the members:

34.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;

34.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;

34.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:

(a) when the material was first made available on the website; or

- (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 34.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Association that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.
- Failed delivery
- 34.7 Where any Document or information has been sent or supplied by the Association by Electronic Means and the Association receives notice that the message is undeliverable:
 - 34.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Association, the Association is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Association's register of members, but may in its discretion choose to do so;
 - 34.7.2 in all other cases, the Association shall send a Hard Copy of the Document or information to the member's postal address as shown in the Association's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
 - 34.7.3 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.
- Exceptions
- 34.8 Copies of the Association's annual accounts and reports need not be sent to a person for whom the Association does not have a current Address.
- 34.9 Notices of general meetings need not be sent to a member who does not register an Address with the Association, or who registers only a postal address outside the United Kingdom, or to a member for whom the Association does not have a current Address.
- 35. Communications to the Association
- The provisions of the Companies Acts shall apply to communications to the Association.
- 36. Secretary
- 36.1 A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
 - 36.1.1 anything authorised or required to be given or sent to, or served on, the Association by being sent to its Secretary may be given or sent to, or served on, the Association itself, and if addressed to the Secretary shall be treated as addressed to the Association; and

- 36.1.2 anything else required or authorised to be done by or to the Secretary of the Association may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

37. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

38. Minutes

- 38.1 The Trustees must ensure minutes are made:

- 38.1.1 of all appointments of officers made by the Trustees;

- 38.1.2 of all resolutions of the Association and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

- 38.1.3 of all proceedings at meetings of the Association and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Association, be sufficient evidence of the proceedings.

- 38.2 Trustees reserve the right to read and review all Minutes.

39. Records and accounts

- 39.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 39.1.1 annual reports;

- 39.1.2 annual statements of account; and

- 39.1.3 annual returns or confirmation statements.

40. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

41. Winding up

- 41.1 If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Association but shall be given or transferred to some other charitable institution or institutions having objects similar to the object of the Association and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Association under or by virtue of Article 4 hereof such institution or institutions to be determined by the members of the Association at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some charitable object.

SCHEDULE

INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	"Address"	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	"Articles"	the Association's articles of association;
1.3	"Association"	International Alert;
1.4	"Chair"	has the meaning given in Article 8;
1.5	"Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6	"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;
1.7	"Companies Acts"	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Association;
1.8	"Connected"	<p>in relation to a Trustee means any person falling within any of the following categories:</p> <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or(b) the spouse or civil partner of any person in (a); or(c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or(d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
1.9	"Document"	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
1.10	"Electronic Form" and	Have the meanings respectively given to them in Section

	"Electronic Means"	1168 of the Companies Act 2006;
1.11	"Financial Expert"	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.12	"Hard Copy" and "Hard Copy Form"	have the meanings respectively given to them in the Companies Act 2006;
1.13	"Public Holiday"	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
1.14	"Secretary"	the secretary of the Association (if any);
1.15	"Subsidiary Company"	any company in which the Association 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;
1.16	"Trustee"	a director of the Association, and includes any person occupying the position of director, by whatever name called;
1.17	"Vice-Chair"	has the meaning given in Article 8; and
1.18	"Writing"	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2.	Subject to paragraph 3 of this Schedule, any reference in the Articles 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.	
3.	Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Association.	