

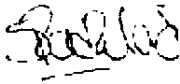
BIRDLIFE INTERNATIONAL ("COMPANY")

COMPANY LIMITED BY GUARANTEE NO. 02985746

RESOLUTION AMENDING ARTICLES OF ASSOCIATION

At a general meeting of the members of the Company held on 27 September 2018 it was resolved by the members of the Company that the articles of association attached to this resolution be adopted, with effect from the end of the meeting, as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association and memorandum of association.

SIGNED



.....
Patricia Zurita
Company Secretary



Charity No. 1042125
Company No. 02985746

THE COMPANIES ACT 2006

**PRIVATE COMPANY LIMITED BY
GUARANTEE**

ARTICLES OF ASSOCIATION

of

BIRDLIFE INTERNATIONAL

Incorporated on 2 November 1994
as adopted by special resolution on 27
September 2018

1 Company's name

- 1.1 The company's name is **Birdlife International** ("Charity").

2 Interpretation

- 2.1 In the articles:

"**address**" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity;

"**Agreement for Partners**" means an agreement governing the relationship between the Charity and the Partners, as prescribed by the Global Council from time to time;

"**articles**" means the Charity's articles of association;

"**authorised representative**" means an individual appointed in accordance with article 18.3 to represent a Partner at a meeting of the Charity;

"**Chair**" means a Council Member appointed in accordance with Article 19;

"**Chief Executive**" means the Chief Executive of the Charity appointed in accordance with article 25 (and who for the avoidance of doubt shall be an employee of the Charity but not a Council Member);

"**clear days**" in relation to the period of a notice means a period excluding:

- (a) the day when the notice is given or deemed to be given; and
- (b) the day for which it is given or on which it is to take effect;

"**Commission**" means the Charity Commission for England and Wales;

"**Companies Acts**" means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Charity;

"**connected person**" means:

- (i) a child, parent, grandchild, grandparent, brother or sister of the Council Member;

- (ii) the spouse or civil partner of the Council Member or of any person falling within (i) above;
- (iii) a person carrying on business in partnership with the Council Member or with any person falling within (i) or (ii) above;
- (iv) an institution which is controlled:
 - (A) by the Council Member or any connected person falling within (i), (ii) or (iii) above; or
 - (B) by two or more persons falling within (iv)(A) above, when taken together;
- (v) a body corporate in which:
 - (A) the Council Member or any connected person falling within (i) to (iii) above has a substantial interest; or
 - (B) two or more persons falling within (v)(A) above who, when taken together, have a substantial interest; or
 - (C) a Council Member or any connected person falling within (i) to (iii) above is a director.
 - (D) sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this definition.
- (vi) a trust where a Council Member is the settlor or a trustee.

“Council Members” means the directors of the Charity. The Council Members are Charity trustees as defined by section 177 of the Charities Act 2011;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic facility” includes, without limitation, website addresses and conference call systems, and any device, system, procedure, method or other facility whatsoever providing an electronic means of attendance at or participation in (or both attendance at and participation in) a meeting;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006;

"Global Council" means the board of Council Members of the Charity;

"Present in Person" means, in relation to meetings, not being present through a proxy. Attendance in person can take place either by way of physical attendance at a meeting or through an electronic facility (agreed by the Global Council from time to time in which a participant or participants may communicate with all the other participants).

"members" means all members of the Charity (including voting and non-voting classes of members);

"officers" includes the Council Members and the secretary (if any);

"Operational Procedures" means rules of the Charity as adopted from time to time in accordance with article 32;

"Partners" means the members of the Charity with the right to vote (individually or on a shared basis with other Partners);

"Partnership" means collectively the members of the Charity and other classes of organizations identified in the Operational Procedures as also constituting the Partnership.

"present" in relation to meetings includes being present by any electronic facility agreed by the Global Council from time to time in which a participant or participants may communicate with all the other participants;

"Region" means a geographical area defined in the Operational Procedures from time to time;

"Regional Partners Meetings" means a meeting of the Partners based within a particular Region;

"seal" means the common seal of the Charity if it has one;

"Secretariat" means collectively the Charity and related entities in various jurisdictions globally, and the body of global and regional staff employed by the Charity and these related entities.

"United Kingdom" means Great Britain and Northern Ireland; and

words importing one gender shall include all genders, and the singular includes the plural and vice versa.

- 2.2 Unless the context otherwise requires words or expressions contained in the articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Charity.
- 2.3 Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

3 Liability of Partners

- 3.1 The liability of the Partners is limited to a sum not exceeding £100, being the amount that each Partner undertakes to contribute to the assets of the Charity in the event of its being wound up while it is a Partner or within one year after it ceases to be a Partner, for:
 - 3.1.1 payment of the Charity's debts and liabilities incurred before it ceases to be a Partner;
 - 3.1.2 payment of the costs, charges and expenses of winding up; and
 - 3.1.3 adjustment of the rights of the contributories among themselves.

4 Objects

- 4.1 The Charity's objects ("**Objects**") are to conserve all wild bird species and their habitats throughout the world and all other things as are incidental or conducive to the attainment of the Objects.

5 Powers

- 5.1 The Charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the Charity has power:
 - 5.1.1 to raise funds. In doing so, the Charity must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;

- 5.1.2 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 5.1.3 to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 117 and 122 of the Charities Act 2011;
- 5.1.4 to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Charity must comply as appropriate with sections 124 - 126 of the Charities Act 2011 if it wishes to mortgage land;
- 5.1.5 to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 5.1.6 to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 5.1.7 to acquire, merge with or to enter into any partnership or joint venture arrangement with any other Charity;
- 5.1.8 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 5.1.9 to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Council Member only to the extent it is permitted to do so by article 22 and provided it complies with the conditions in that article;
- 5.1.10 to:
 - (i) deposit or invest funds;
 - (ii) employ or appoint a professional fund-manager; and
 - (iii) arrange for the investments or other property of the Charity to be held in the name of a nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

- 5.1.11 to provide indemnity insurance for the Council Members in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011;
- 5.1.12 to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a Charity and the annual costs of compliance.

6 Application of income and property

6.1 The Charity shall apply its income and property solely towards the promotion of the objects. In the event that income exceeds expenditure in any year, such surplus shall not be distributed by way of dividend bonus or otherwise but shall be retained by the Charity for the promotion of the Objects. No Council Member shall 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. Nothing in this document shall prevent *any payment in good faith by the Charity of:-*

- 6.1.1 reasonable and proper remuneration for any services rendered to the Charity by any Partner, officer or servant of the Charity who is not a Council Member;
- 6.1.2 fees, remuneration or other benefit in money or money's worth to any company of which a Council Member may also be a member, holding not more than one hundredth part of the issued capital of that Charity;
- 6.1.3 reasonable and proper rent for premises demised or let by any Partner or Council Member of the Charity;
- 6.1.4 reasonable out of pocket expenses to any Council Member;
- 6.1.5 the payment of any premium in respect of any indemnity insurance to cover the liability of the Council Members (or any of them) which by any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Council Members (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Council Members (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not.

7 Declaration of Council Members' interests

- 7.1 A Council Member 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 previously been declared. A Council Member must absent himself or herself from any discussions of the Council Members in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

8 Conflicts of interests and conflicts of loyalties

- 8.1 If a conflict of interests arises for a Council Member because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the un-conflicted Council Members may authorise such a conflict of interests where the following conditions apply:
- 8.1.1 the conflicted Council Member is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- 8.1.2 the conflicted Council Member does not vote on any such matter and is not to be counted when considering whether a quorum of Council Members is present at the meeting; and
- 8.1.3 the un-conflicted Council Members consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.
- 8.2 In this article 8 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Council Member or to a connected person.

9 Partners and other Members

- 9.1 The members of the Charity with the right to vote shall be known as Partners.
- 9.2 Membership is open to organisations who:
- 9.2.1 meet the Partner criteria (or criteria for any other form of membership) as set out in the Operational Procedures;

- 9.2.2 meet any other requirements imposed by Global Council from time to time.
 - 9.2.3 apply to the Charity in the form required by the Global Council;
 - 9.2.4 are approved by the Global Council;
 - 9.2.5 enter into the Agreement for Partners or other agreement prescribed by Global Council.
- 9.3 The Global Council shall notify the applicant in writing of the outcome of its application. The Global Council are not bound to give reasons for any refusal.
- 9.4 An organisation only becomes a Partner or any other form of member when an Agreement for Partners or other agreement prescribed by Global Council has been entered into and executed by the member.
- 9.5 Membership is not transferable.
- 9.6 The Global Council must keep a register of names and addresses of the Partners.

10 Classes of membership

- 10.1 The Global Council may establish different classes of membership, including non-voting members or membership with shared voting rights, with the different rights and obligations of such members provided in the Operational Procedures.
- 10.2 The provisions in the articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of member.

11 Termination of membership

- 11.1 Membership is terminated if:
- 11.1.1 the member ceases to exist;
 - 11.1.2 the member resigns by written notice to the Charity unless, after the resignation, there would be less than two Partners;
 - 11.1.3 any sum due from the member to the Charity is not paid as prescribed under the Operating Procedures and no waiver or temporary relief is granted by Global Council;

- 11.1.4 the member refuses to enter into any new Agreement for Partners or other agreement prescribed by the Global Council from time to time.
- 11.1.5 the member no longer meets the Partner criteria (or criteria for any other form of membership) referred to in Article 9.2.1 and no waiver or temporary relief is granted by Global Council; or
- 11.1.6 the member is removed from membership by a resolution of the Global Council that it is in the best interests of the Charity that its status as a Partner (or other type of member) is terminated. A resolution to remove a member from membership may only be passed if:
 - (i) the member has been given at least twenty-one days' notice in writing of the meeting of the Global Council at which the resolution will be proposed and the reasons why it is to be proposed; and
 - (ii) the member's representative has been allowed to make representations to the meeting.
- 11.2 Termination of membership pursuant to Articles 11.1.3, 11.1.4, 11.1.5 and 11.1.6 shall be notified in writing to the member concerned.
- 11.3 A member shall have a right of appeal against its removal from membership if, and to the extent that, such right is set out in the Operational Procedures from time to time.

12 General meetings

- 12.1 Subject to article 12.1, the Charity shall hold a general meeting every four years to discuss strategy and elect the Council Members.
- 12.2 In exceptional circumstances, as it determines, the Global Council may postpone a general meeting for up to one additional year. Any postponement beyond a year requires a two thirds majority vote of the Partners.
- 12.3 The Global Council may call a general meeting at any time.

13 Notice of general meetings

- 13.1 The minimum period of notice required to hold a general meeting of the Charity is forty five clear days.

- 13.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of Partners having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.
- 13.3 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. The notice must also contain a statement setting out the right of Partners to appoint a proxy under section 324 of the Companies Act 2006 and article 15.
- 13.4 The notice must be given to all the Partners, other classes of members (if any), Council Members and auditors.
- 13.5 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

14 Proceedings at general meetings

- 14.1 No business shall be transacted at any general meeting unless a quorum is present. The Council Members may make whatever arrangements they consider appropriate to enable those present to exercise their rights to speak or vote at it.
- 14.2 A quorum is one half of the total number of Partners present in person, by authorised representative or by proxy. In determining attendance at a general meeting it is immaterial whether any two or more Partners present in person, by authorised representative or by proxy are in the same place as each other.
- 14.3 If:
- 14.3.1 a quorum is not present within half an hour from the time appointed for the meeting; or
- 14.3.2 during a meeting a quorum ceases to be present;
- the meeting shall be adjourned to such time and place as the Council Members shall determine.
- 14.4 The Council Members must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.

- 14.5 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Partners present in person, by authorised representative or by proxy at that time shall constitute the quorum for that meeting.
- 14.6 General meetings shall be chaired by the Chair. If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Council Member nominated by the Council Members shall chair the meeting.
- 14.7 If there is only one Council Member present and willing to act, he or she shall chair the meeting.
- 14.8 If no Council Member is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the Partners present in person by authorised representative or by proxy and entitled to vote must choose one of their number to chair the meeting.
- 14.9 The Partners present in person, by authorised representative or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 14.10 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 14.11 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 14.12 If a meeting is adjourned by a resolution of the Partners for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 14.13 Any vote at a meeting shall be decided by a show of hands unless:
- 14.13.1 any attendee at the meeting is present by electronic facility (in which case the resolution shall be decided on a poll); or
 - 14.13.2 before, or on the declaration of the result of, the show of hands a poll is demanded:
 - (i) by the person chairing the meeting; or

- (ii) by at least two Partners present in person, by authorised representative or by proxy and having the right to vote at the meeting; or
- (iii) by a Partner or Partners present in person, by authorised representative or by proxy representing not less than one-tenth of the total voting rights of all the Partners having the right to vote at the meeting.

- 14.14 The means of casting a poll vote shall be provided by Global Council from time to time, and may include (but is not limited to) the use of ballot, voting papers, tickets or any electronic facility or any combination thereof.
- 14.15 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 14.16 The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need *not* be recorded.
- 14.17 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 14.18 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 14.19 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Partners) and who may fix a time and place for declaring the results of the poll.
- 14.20 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 14.21 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 14.22 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 14.23 The poll must be taken within thirty days after it has been demanded.

14.24 If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

14.25 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

15 Content of proxy notices

15.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:

15.1.1 states the name and address of the Partner appointing the proxy;

15.1.2 identifies the person appointed to be that Partner's proxy and the general meeting in relation to which that person is appointed;

15.1.3 is signed by or on behalf of the Partner appointing the proxy, or is authenticated in such manner as the Council Members may determine; and

15.1.4 is delivered to the Charity in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

15.2 The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

15.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

15.4 Unless a proxy notice indicates otherwise, it must be treated as:

15.4.1 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

15.4.2 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.

16 Delivery of proxy notices

16.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.

- 16.2 An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 16.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 16.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

17 Written resolutions

- 17.1 A resolution in writing (including in electronic form) agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the Partners who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
- 17.1.1 a copy of the proposed resolution has been sent to every eligible Partner;
 - 17.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Partners has signified its agreement to the resolution; and
- 17.2 the signed resolution is contained in an authenticated document which has been received at the Charity's registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Partners have signified their agreement.
- 17.3 In the case of a Partner that is an organisation, its authorised representative may signify its agreement.

18 Votes of Partners

- 18.1 Every Partner shall have one vote, unless they have agreed to share a vote or otherwise limit their rights under the terms of the Operational Procedures.
- 18.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

- 18.3 Any organisation that is a Partner of the Charity must nominate a person to act as its representative at any meeting of the Charity.
- 18.4 The organisation must give written notice to the Charity of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The representative may continue to represent the organisation until written notice to the contrary is received by the Charity.
- 18.5 Any notice given to the Charity will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The Charity shall not be required to consider whether the representative has been properly appointed by the organisation.

19 Global Council

- 19.1 The Council Members shall be as follows:
- 19.1.1 a Chair elected by the Partners;
 - 19.1.2 a treasurer elected by the Partners;
 - 19.1.3 a secretary elected by the Partners;
 - 19.1.4 at least eight representing Regions, elected in such proportions and in such manner as provided in the Operational Procedures; and
 - 19.1.5 up to six individuals co-opted by the Global Council.
- 19.2 Council Members shall serve in office for the durations provided in the Operational Procedures. Any vacancy arising between general meetings, including as a consequence of resignations, will be dealt with under the terms of the Operational Procedures.
- 19.3 A Council Member must be a natural person aged 16 years or older.
- 19.4 No one may be appointed a Council Member if he or she would be disqualified from acting under the provisions of article 21.
- 19.5 A Council Member may not appoint an alternate Council Member or anyone to act on his or her behalf at Global Council meetings.

- 19.6 A person shall not be entitled to act as a Council Member, whether on a first or any subsequent entry into office, until he or she has signed a declaration of acceptance and willingness to act in accordance with the terms of these articles.

20 Powers of Council Members

- 20.1 The Council Members shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, these articles or any special resolution.
- 20.2 No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the Council Members.
- 20.3 Any meeting of Council Members at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Council Members.

21 Disqualification and removal of Council Members

- 21.1 A Council Member shall cease to hold office if he or she:
- 21.1.1 ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a Council Member;
 - 21.1.2 is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);
 - 21.1.3 in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Council Member and may remain so for more than three months;
 - 21.1.4 resigns as a Council Member by notice to the Charity (but only if at least two Council Members will remain in office when the notice of resignation is to take effect);
 - 21.1.5 being a co-opted Council Member, is removed by the Global Council;
 - 21.1.6 is removed by the Partners at a general meeting under the Companies Act;

21.1.7 is absent without the permission of the Council Members from all their meetings held within a period of eighteen consecutive months and the Council Members resolve that his or her office be vacated; or

21.1.8 ceases to be eligible to be a Council Member by virtue of any criteria (if any) provided in the Operational Procedures.

22 Remuneration of Council Members

22.1 The Council Members must not be paid any remuneration unless it is authorised by article 6.

23 Proceedings of Council Members

23.1 The Council Members may regulate their proceedings as they think fit, subject to the provisions of the articles.

23.2 The Chair may, and if requested to do so by at least 5 Council Members must, call a Global Council meeting. The Chief Executive may call a Global Council meeting at any time.

23.3 Questions arising at a Global Council meeting shall be decided by a majority of votes.

23.4 In the case of an equality of votes, the person who is chairing the Global Council meeting shall have a second or casting vote.

23.5 A Global Council meeting may be held in person, by any electronic means or any combination thereof as agreed by the Council Members in which each participant may communicate with all the other participants.

23.6 No decision may be made by a Global Council meeting unless a quorum is present at the time the decision is purported to be made.

23.7 The quorum shall be 50% of the total number of Council Members or such larger number as may be decided from time to time by the Council Members.

23.8 A Council Member shall not be counted in the quorum present when any decision is made about a matter upon which that Council Member is not entitled to vote.

- 23.9 If the number of Council Members is less than the number fixed as the quorum, the continuing Council Members may act only for the purpose of filling vacancies or of calling a general meeting.
- 23.10 The Chair shall chair Global Council meetings.
- 23.11 If the Chair is unwilling to preside or is not present within ten minutes after the time appointed for a Global Council meeting, the Council Members present may appoint one of their number to chair that meeting.
- 23.12 A resolution in writing or in electronic form agreed by all of the Council Members entitled to receive notice of a Global Council meeting and to vote upon the resolution shall be as valid and effectual as if it had been passed at a Global Council meeting duly convened and held.
- 23.13 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Council Members has signified their agreement.

24 Delegation

- 24.1 The Council Members may delegate any of their powers or functions to a committee, the composition of which shall be entirely at the discretion of the Global Council (but for the avoidance of doubt each committee must include at least one Council Member). The terms of any delegation must be recorded in the minute book.
- 24.2 The Council Members may impose conditions when delegating, including the conditions that:
- 24.2.1 the relevant powers are to be exercised exclusively by the committee to whom they delegate;
- 24.2.2 no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Council Members.
- 24.3 The Council Members may revoke or alter a delegation.
- 24.4 All acts and proceedings of any committees must be fully and promptly reported to the Council Members.

25 Chief Executive and the Secretariat

- 25.1 The Global Council shall appoint a Chief Executive on such terms and conditions as they think appropriate, to co-ordinate and plan the implementation of the Charity's programmes and policies and to serve as the head of and oversee the operations of the Secretariat.
- 25.2 For the avoidance of doubt, Agreements and other obligations undertaken by the Company, unless consent is obtained from the relevant Partner or the Partnership, may only bind the Company and/or the operations of the Secretariat and not members (either individually or collectively).

26 Validity of Council Members' decisions

- 26.1 Subject to article 26.2, all acts done by a Global Council meeting, or of a committee of the Global Council, shall be valid notwithstanding the participation in any vote of a Council Member:

- 26.1.1 who was disqualified from holding office;
- 26.1.2 who had previously retired or who had been obliged by the constitution to vacate office;
- 26.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

if without:

- 26.1.4 the vote of that Council Member; and
- 26.1.5 that Council Member being counted in the quorum;

the decision has been made by a majority of the Council Members at a quorate meeting.

- 26.2 Article 26.1, does not permit a Council Member or connected person to keep any benefit that may be conferred upon him or her by a resolution of the Council Members or of a committee of the Global Council if, but for article 26.1, the resolution would have been void, or if the Council Member has not complied with article 7.

27 Seal

- 27.1 If the Charity has a seal it must only be used by the authority of the Global Council or of a committee of the Global Council authorised by the Global Council. The Council Members may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Council Member and by the company secretary (if any) or by a second Council Member.

28 Minutes

- 28.1 The Council Members must keep minutes of all:
- 28.1.1 appointments of officers made by the Global Council;
 - 28.1.2 proceedings at meetings of the Charity;
 - 28.1.3 Global Council meetings and committees including:
 - (i) the names of the Council Members present at the meeting;
 - (ii) the decisions made at the meetings; and
 - (iii) where appropriate the reasons for the decisions.

29 Accounts

- 29.1 The Global Council must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.
- 29.2 The Global Council must keep accounting records as required by the Companies Acts.

30 Annual Report and Return and Register of Charities

- 30.1 The Council Members must comply with the requirements of the Charities Act 2011 with regard to the:
- 30.1.1 transmission of a copy of the statements of account to the Commission;

- 30.1.2 preparation of an Annual Report and the transmission of a copy of it to the Commission;
- 30.1.3 preparation of an Annual Return and its transmission to the Commission.
- 30.2 The Global Council must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

31 Means of communication to be used

- 31.1 Subject to the articles, anything sent or supplied by or to the Charity under the articles 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 or to the Charity.
- 31.2 Subject to the articles, any notice or document to be sent or supplied to a Council Member in connection with the taking of decisions by Council Members may also be sent or supplied by the means by which that Council Member has asked to be sent or supplied with such notices or documents for the time being.
- 31.3 Any notice to be given to or by any person pursuant to the articles:
 - 31.3.1 must be in writing; or
 - 31.3.2 must be given in electronic form.
- 31.4 The Charity may give any notice to a Partner either:
 - 31.4.1 personally; or
 - 31.4.2 by sending it by post in a prepaid envelope addressed to the Partner at its address; or
 - 31.4.3 by leaving it at the address of the Partner; or
 - 31.4.4 by giving it in electronic form to the Partner's address;
 - 31.4.5 by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place, date and time of the meeting.

- 31.5 A Partner who does not register an address with the Charity shall not be entitled to receive any notice from the Charity.
- 31.6 A Partner present in person by authorised representative at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 31.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 31.8 Proof that an electronic form of notice was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent and, where applicable, in accordance with section 1147 of the Companies Act 2006.

32 Operational Procedures & Agreement for Partners

- 32.1 The Global Council may from time to time, after consulting the Partners, make such reasonable and proper rules (to be known as Operational Procedures) as they may deem necessary or expedient for the proper conduct and management of the Charity.
- 32.2 The Operational Procedures may regulate the following matters but are not restricted to them:
- 32.2.1 the admission of Partners and other (non-voting) classes of members and the rights and privileges of such Partners and other members, and the entrance fees, subscriptions and other fees or payments to be made by Partners and other members;
 - 32.2.2 the conduct of Partners and other members in relation to one another, and to the Charity's employees and volunteers;
 - 32.2.3 the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;
 - 32.2.4 the procedure at general meetings, Regional Partners' Meetings and Global Council meetings in so far as such procedure is not regulated by the Companies Acts or by the articles;
 - 32.2.5 generally, all such matters as are commonly the subject matter of company rules.

- 32.3 The Charity in general meeting has the power to alter, add to or repeal provisions of the Operational Procedures.
- 32.4 The Global Council must adopt such means as they think sufficient to bring the Operational Procedures to the notice of Partners and other members.
- 32.5 In the event of a dispute as to the interpretation of the provisions of the Operational Procedures, the interpretation of the Global Council shall be final and binding. The Global Council may establish guidelines from time to time to clarify the intent and scope of the provisions of the Operational Procedures and/or ensure proper implementation.
- 32.6 The Operational Procedures in force from time to time shall be binding on all Partners and other members. No Operational Procedure shall be inconsistent with, or shall affect or repeal anything contained in, the articles. In the event of a conflict between the Agreement for Partners (or any other such agreement) and the Operational Procedures in force at any time, the Operational Procedures in force at any time shall prevail.

33 Winding Up or Dissolution

- 33.1 If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any assets of any nature whatsoever, these shall not be distributed pro rata to the Partners but shall be given or transferred to some other charitable body or bodies (including any suitable body that may be a Partner) having objects similar to the objects of the Charity. Such charitable body or bodies to be determined by the Partners at or before the time of dissolution, and if and in so far as effect cannot be given to this last provision then to some other charitable objects as near as may be to those of the Charity as the court shall determine. The charitable body or bodies receiving such assets must be bound by the same restrictions as in articles 6. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction exclusively for such purposes or to such organisation or organisations as the said court shall determine, which are organised and operated exclusively for such purposes.
- 33.2 A resolution to dissolve the Charity must be mailed to all Partners 120 days before it is to be considered at a Global Council meeting and must be accepted by at least 75% majority of votes cast. Any remaining assets are to be distributed in accordance with this article 33.

34 Governing law

- 34.1 The Charity is a charitable company registered in, and therefore subject to the exclusive jurisdiction of the courts of, England and Wales.
- 34.2 The provisions of these articles shall be construed in accordance with the laws of England and Wales.