

**Company no.: 3333193**

**Charity no.: 1061834**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION  
OF**

**TIBET RELIEF FUND OF THE UNITED KINGDOM**



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## **PART 1 - PRELIMINARY**

### **1. NAME AND STATUS**

- 1.1 The name of this charity is "Tibet Relief Fund of the United Kingdom".
- 1.2 The Charity is registered, under the Companies Act, as a company limited by guarantee in England and Wales.

### **2. DISAPPLICATION OF MODEL ARTICLES**

- 2.1 The Articles alone shall constitute the regulations of the Charity. The regulations contained in The Model Articles for Private Companies Limited by Guarantee (contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity.

### **3. DEFINITIONS AND INTERPRETATION**

- 3.1 In the Articles, unless the context indicates another meaning:

<b>AGM</b>	means an annual general meeting of the Charity;
<b>the Articles</b>	means the Charity's Articles of Association and <b>Article</b> refers to a particular Article;
<b>Chair of Trustees</b>	means the person appointed to act as chair of the Trustees under Article 17.1.2;
<b>the Charity</b>	means the company governed by these Articles;
<b>the Charities Act</b>	means the Charities Act 2011;
<b>charity trustee</b>	has the meaning prescribed by the Charities Act;
<b>Circulation Date</b>	has the meaning given to it in the Companies Act;
<b>clear day</b>	does not include the day on which notice is given or the day of the meeting or other event;
<b>the Commission</b>	means the Charity Commission for England and Wales or any body which replaces it;
<b>the Companies Act</b>	means the Companies Act to 2006;

<b>Conflicted Trustee</b>	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because they or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
<b>Connected Person</b>	means, in relation to a Trustee, either: a member of the Trustee's family or household; a person or body who is a business associate of the Trustee or the Trustee's family; an institution that is controlled by the Trustee, his family or his business associate; or any body corporate where the Trustee, the Trustee's family or business associate has an interest that consists of more than 20% of the share capital of the body or controls more than 20% of the voting rights at a general meeting of the body;
<b>custodian</b>	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
<b>electronic</b>	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
<b>financial expert</b>	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
<b>financial year</b>	means the Charity's financial year;
<b>firm</b>	includes a limited liability partnership;
<b>indemnity insurance</b>	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

<b>material benefit</b>	means a benefit, direct or indirect, which may not be financial but has a monetary value;
<b>Member and Membership</b>	refer to company membership of the Charity;
<b>month</b>	means calendar month;
<b>nominee company</b>	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
<b>ordinary resolution</b>	means a resolution agreed by a simple majority of the Members present and eligible to vote at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;
<b>the Objects</b>	means the Objects of the Charity as defined in Article 4;
<b>Patron</b>	means any person appointed to be a patron of the Charity;
<b>Resolution in writing</b>	means a written resolution of the Trustees;
<b>Secretary</b>	means a company secretary;
<b>special resolution</b>	means a resolution agreed by a 75% majority of the Members present and eligible to vote at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;
<b>taxable trading</b>	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
<b>Trustee</b>	means a director of the Charity and <b>Trustees</b> means the directors;
<b>written or in writing</b>	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

**written resolution** refers to an ordinary or a special resolution which is in writing;

**year** means calendar year.

3.2 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

3.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

## **PART 2 – OBJECTS AND POWERS OF THE CHARITY**

### **4. OBJECTS**

4.1 The Charity's Objects are:

4.1.1 to relieve need particularly amongst those who are Tibetan, ethnic Tibetans, peoples of Himalayan origin, and/or speak the Tibetan language and those who are refugees from the territories of Tibet and other areas administered or claimed by the People's Republic of China from the areas bordering on Tibet (the **beneficiaries**).

4.1.2 to provide for the education of the beneficiaries;

4.1.3 to promote sustainable development for the public benefit by:

4.1.3.1 the relief of poverty and the improvement of the conditions of life in socially and economically disadvantaged communities; and

4.1.3.2 promotion of a sustainable means of achieving economic growth and regeneration which meets the needs of the present and future beneficiaries.

4.1.4 to advance or preserve the culture and arts of the beneficiaries by educating the general public on, and promoting a greater awareness of, the culture, beliefs, traditions, language and way of life of the beneficiaries.

### **5. POWERS**

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

5.1.1 to provide advice or information;

- 5.1.2 to carry out research;
- 5.1.3 to co-operate with other bodies, including entering partnerships, joint working arrangements and joint ventures;
- 5.1.4 to support, administer or set up other charities;
- 5.1.5 to borrow money;
- 5.1.6 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;
- 5.1.7 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 5.1.8 to acquire or hire property of any kind;
- 5.1.9 to let, manage or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 5.1.10 to set aside funds for special purposes or as reserves against future expenditure;
- 5.1.11 to deposit or invest its 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);
- 5.1.12 to raise funds and ask for and receive contributions (including subscriptions, donations, legacies, grants and other gifts). In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
- 5.1.13 to delegate the management of investments to a financial expert, but only on terms that:
  - 5.1.13.1 the investment policy is set down in writing for the financial expert by the Trustees;
  - 5.1.13.2 timely reports of all transactions are provided to the Trustees;
  - 5.1.13.3 the performance of the investments is reviewed regularly with the Trustees;

- 5.1.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 5.1.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 5.1.13.6 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; and
- 5.1.13.7 the financial expert must not do anything outside the powers of the Charity;
- 5.1.14 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 5.1.15 to make donations, grants, provide sponsorship or otherwise support organisations, projects or initiatives which further the Charity's Objects;
- 5.1.16 to provide, promote and sponsor conferences, lectures, discussions, exhibitions and other like events;
- 5.1.17 to arrange for publications (including, without limitation, magazines, books, leaflets and films) to be written, printed and otherwise reproduced;
- 5.1.18 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 5.1.19 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.1.20 subject to Article 18.3, to employ paid or unpaid agents, staff or advisers and to pay reasonable annual sums for or towards the provision of pensions of these agents, staff and advisors and their dependants;
- 5.1.21 to provide indemnity insurance to cover the liability of the Trustees or Members which by virtue of 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 claiming Trustees or Members knew to be a breach



of trust or breach of duty or which was committed by him in reckless disregard of whether it was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the board members in their capacity as Trustees of the Charity;

- 5.1.22 to enter into contracts to provide services to or on behalf of other bodies;
- 5.1.23 to establish or acquire subsidiary companies;
- 5.1.24 to do anything else within the law which promotes or helps to promote the Objects.

## **6. APPLICATION OF INCOME AND PROPERTY**

- 6.1 The income and property of the Charity shall be applied solely towards the promotion of its Objects and no portion of that income or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to Members and no Trustee 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, provided that nothing herein shall prevent any payment in good faith by the Charity:

- 6.1.1 of reasonable and proper remuneration to any Member, officer or servant of the Charity (not being a Trustee) for any services rendered to the Charity and of travelling expenses necessarily incurred in carrying out the duties of any Member, officer or servant of the Charity;
- 6.1.2 of interest on money lent by a Member or Trustee at a reasonable and proper rate per annum;
- 6.1.3 to any Trustee of reasonable out-of-pocket expenses;
- 6.1.4 in respect of trustee indemnity insurance cover for the benefit of the Trustees which is purchased at the Charity's expense in accordance with, and subject to the conditions in, sections 189, 190 and 349(3) of the Charities Act and save that a Trustee may receive an indemnity from the Charity in the circumstances specified in Article 24;
- 6.1.5 of fees, remuneration or other benefit in money or money's worth to a company partnership or limited liability partnership of which a Member or a Trustee may be a member so long as:
  - 6.1.5.1 the Member or the Trustee discloses his or her interest in any such arrangement; and

- 6.1.5.2 where professional services are supplied to the Charity by a partnership or limited liability partnership in which the Trustee is a partner or member the Trustee does not personally provide those services;
  - 6.1.6 of reasonable and proper rent for premises demised or let by any member of the Charity or any Trustee;
  - 6.1.7 of reasonable and proper remuneration by the Charity to any Trustee or a Connected Person for performing services actually rendered provided that:
    - 6.1.7.1 any such Trustee is absent from and takes no part in all meetings of the Trustees during the relative discussions;
    - 6.1.7.2 the other Trustees are satisfied that the transactions arising out of such decisions are advantageous to the charitable purposes of the Charity;
    - 6.1.7.3 the amount of remuneration to be received by the Trustee or Connected Person is set out in any agreement between the Charity and the Trustee or Connected Person; and
    - 6.1.7.4 at no time shall the majority of the total number of Trustees receive any such remuneration, or be connected to a person who is entitled to receive such remuneration.
- 6.2 Nothing in Article 6.1 above shall prevent any Trustee or person connected with a Trustee from receiving charitable services from the Charity, provided that the relevant Trustee does not take part in or vote on decisions to provide benefits specifically to them or persons connected with them.

## **7. WINDING UP OR DISSOLUTION**

- 7.1 If upon the winding up or dissolution of the Charity 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, but shall be given or transferred to some other charitable body or bodies having objects similar to the Objects of the Charity and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 6 hereof, such body or bodies to be determined by the members of the Charity at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.

## **PART 3 - MEMBERS**

### **8. MEMBERSHIP**

- 8.1 The Trustees from time to time shall be the only Members. A person shall automatically become a Member on becoming a Trustee.
- 8.2 The Charity must maintain a register of Members and any person ceasing to be a Member shall be removed from the register.
- 8.3 Membership is not transferable.
- 8.4 A Member may be removed by the Members at a general meeting under the Companies Act on the grounds that the Member is guilty of conduct detrimental to, or of acting in any way that may undermine, the Objects or reputation of the Charity, save that the Member may exercise any statutory rights which he /she may have to protest against his/her removal.

### **9. TERMINATION OF MEMBERSHIP**

- 9.1 A person shall cease to be a Member if they:
  - 9.1.1 cease to be a Trustee; or
  - 9.1.2 die.

### **10. LIABILITY OF MEMBERS**

- 10.1 The liability of Members is limited.
- 10.2 Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £10 towards:
  - 10.2.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
  - 10.2.2 payment of the costs, charges and expenses of winding up; and
  - 10.2.3 the adjustment of rights of contributors among themselves.

### **11. MEETINGS OF MEMBERS**

- 11.1 The Trustees may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Companies Act.
- 11.2 General meetings shall be called on notice in accordance with the Companies Act and proceedings at a general meeting shall not be invalidated because a person

entitled to receive notice of the meeting did not receive it due to an accidental omission by the Charity.

- 11.3 No business shall be transacted at any general meeting unless a quorum is present. A quorum is two Members who are present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.
- 11.4 A Member is entitled to appoint another person as his proxy, in accordance with the Companies Act, to exercise all or any of his rights to attend and to speak and vote at a meeting of the Charity.
- 11.5 The Chair of Trustees shall chair general meetings of the Charity or, if they are not present within 15 minutes of the time appointed for the meeting, a Trustee elected by the Trustees present shall chair the meeting.
- 11.6 A vote on a resolution proposed at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded.
- 11.7 On a show of hands or on a poll, every Member, whether an individual or an organisation, shall have one vote.
- 11.8 Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.
- 11.9 Unless a poll is demanded, the declaration of the chair of the meeting of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.

## **12. WRITTEN RESOLUTIONS**

- 12.1 Subject to Article 12.4, a written resolution of the Members passed in accordance with this Article 12 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:
  - 12.1.1 as an ordinary resolution if it is passed by a simple majority of the eligible Members; or
  - 12.1.2 as a special resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

- 12.2 Where a resolution is proposed as a written resolution of the Charity, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 12.3 Any resolution of the Members for which the Companies Act does not specify whether it is to be passed as an ordinary resolution or as a special resolution, shall be passed as an ordinary resolution.
- 12.4 A Members' resolution under the Companies Act removing a Trustee or an auditor before the expiration of his term of office may not be passed as a written resolution.
- 12.5 A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.
- 12.6 A Member signifies their agreement to a proposed written resolution when the Charity receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:
- 12.6.1 if the document is sent to the Charity in hard copy form, it is authenticated if it bears the signature of the person sending it;
- 12.6.2 if the document is sent to the Charity in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if it is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 12.7 A written resolution is passed when the required majority of eligible Members have signified their agreement to it.
- 12.8 A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.
- 12.9 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Act.
- 12.10 The Members may require the Charity to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Companies Act.

## **PART 4 - TRUSTEES**

### **13. THE TRUSTEES**

- 13.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 13.2 The minimum number of Trustees shall be three and the maximum number shall be nine.

### **14. APPOINTMENT AND RETIREMENT OF TRUSTEES**

- 14.1 Any person who is willing to act as a Trustee, and who is permitted by law to do so, may, subject to Article 14.2, be appointed to be a Trustee by resolution of the Trustees.
- 14.2 The appointment of a Trustee must not cause the maximum number of Trustees set out in Article 13.2 to be exceeded.
- 14.3 No person may be appointed as a Trustee unless he/she has attained the age of 16 years.
- 14.4 Subject to Article 14.5, a Trustee shall be appointed for a fixed term of three years only. After this time the Trustee will need to either be re-appointed or retire from office.
- 14.5 If a Trustee is elected to serve as Chair of Trustees their current term of office will be extended so that it runs for a further three years starting with the date of their appointment as Chair of Trustees.
- 14.6 A retiring Trustee who is eligible for reappointment may be reappointed. A Trustee may only hold this office for two consecutive terms and after the completion of these terms will not be eligible for re-appointment for a further consecutive term (but is eligible for reappointment at a later point in time).
- 14.7 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.

### **15. DISQUALIFICATION AND REMOVAL OF TRUSTEES**

- 15.1 A Trustee's term of office as such automatically terminates if he/she:
  - 15.1.1 ceases to be a Trustee by virtue of any provision in the Companies Act or is prohibited by law from being a Trustee;
  - 15.1.2 is disqualified under the Charities Act from acting as a charity trustee;

- 15.1.3 in the written opinion of a registered medical practitioner who is treating the Trustee, has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months;
- 15.1.4 is absent without notice from two consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- 15.1.5 resigns by written notice to the Trustees (but only if at least three Trustees will remain in office);
- 15.1.6 ceases to be a Member of the Charity; or
- 15.1.7 is removed by the Members at a general meeting under the Companies Act on the grounds that the Trustee is guilty of conduct detrimental to, or of acting in any way that may undermine, the objects or reputation of the Charity, save that the Trustee may exercise any statutory rights which he /she may have to protest against his/her removal; or
- 15.1.8 dies.

## **16. TRUSTEES' PROCEEDINGS**

- 16.1 The Trustees must hold at least one meeting each year.
- 16.2 A quorum at a meeting of the Trustees is three Trustees.
- 16.3 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.
- 16.4 The Chair of Trustees or (if the Chair or Trustees is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 16.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 16.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 16.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

- 16.8 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 16.9 The Trustees may invite any third party to attend a meeting of the Trustees as an observer or adviser, provided that the observer or adviser shall take no part in any vote or decision taken by the Trustees.

**17. TRUSTEES' POWERS**

- 17.1 The Trustees may exercise all the powers of the Charity. The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:
- 17.1.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
  - 17.1.2 To appoint a Chair of Trustees, a Treasurer and other honorary officers from among their number.
  - 17.1.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
  - 17.1.4 To make standing orders, rules and/or regulations consistent with the Articles and the Companies Act to govern:
    - 17.1.4.1 proceedings at general meetings; and
    - 17.1.4.2 proceedings of committees.
  - 17.1.5 To establish procedures to assist the resolution of disputes or differences within the Charity.

**18. BENEFITS AND CONFLICTS**

- 18.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:
- 18.1.1 Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and, subject to compliance with Article 18.4
  - 18.1.2 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;



- 18.1.3 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
- 18.1.4 Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries of the Charity.
- 18.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
  - 18.2.1 as mentioned in Articles 18.1 or 18.3;
  - 18.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
  - 18.2.3 the benefit of indemnity insurance as permitted by the Charities Act;
  - 18.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 18.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 18.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 18.2.5, but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:
  - 18.3.1 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
  - 18.3.2 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 18.4; and
  - 18.3.3 no more than half of the Trustees are subject to such a contract in any financial year.
- 18.4 Subject to Clause 18.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
  - 18.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;

- 18.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
  - 18.4.3 not be counted in the quorum for that part of the meeting; and
  - 18.4.4 be absent during the vote and have no vote on the matter.
- 18.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 18.5.1 continue to participate in discussions leading to the making of a decision and/or to vote, or
  - 18.5.2 disclose to a third party information confidential to the Charity, or
  - 18.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity, or
  - 18.5.4 refrain from taking any step required to remove the conflict.
- 18.6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

## **PART 5 – ADMINISTRATIVE ARRANGEMENTS AND ANNUAL REPORT**

### **19. SECRETARY**

- 19.1 A Secretary shall be appointed by the Trustees for such term, at such remuneration (if not a Trustee) and upon such conditions as they shall decide; and any Secretary so appointed may be removed by them.

### **20. THE SEAL**

- 20.1 The seal shall only be used by the authority of the Trustees or a committee of the Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

## **21. RECORDS AND ACCOUNTS**

- 21.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 21.1.1 annual returns;
  - 21.1.2 annual reports; and
  - 21.1.3 annual statements of account.
- 21.2 The Trustees must also keep records of:
- 21.2.1 all proceedings at meetings of the Trustees;
  - 21.2.2 all resolutions in writing;
  - 21.2.3 all reports of committees; and
  - 21.2.4 all professional advice obtained.
- 21.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 21.4 Copies of the latest accounts must be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

## **22. COMMUNICATIONS**

- 22.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
- 22.1.1 by hand;
  - 22.1.2 by post;
  - 22.1.3 by suitable electronic means; or through publication in the Charity's newsletter or on the Charity's website.
- 22.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

- 22.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 22.3.1 24 hours after being sent by electronic means, posted on the Charity's website or delivered by hand to the relevant address;
  - 22.3.2 two clear days after being sent by first class post to that address;
  - 22.3.3 three clear days after being sent by second class or overseas post to that address;
  - 22.3.4 immediately on being handed to the recipient personally; or, if earlier,
  - 22.3.5 as soon as the recipient acknowledges actual receipt.
- 22.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 23. **BOARD OBSERVERS**

- 23.1 Each Patron shall, for the term of his/her appointment, be entitled at any time (subject as set out below) by providing written notice to the Charity appoint a single person who is willing and able to act, to be an observer (each being a **Board Observer**) and to remove such person so appointed and appoint another in his place. For the avoidance of doubt, Board Observers shall act only under the direction of the Patron which appointed him.
- 23.2 Subject to Article 23.3, Board Observers shall have the rights:
- 23.2.1 to be given notice of all meetings of the Trustees (and furnished with information in respect of the same);
  - 23.2.2 to attend and be present at all meetings of the Trustees convened in accordance with Article 16;
  - 23.2.3 (at the absolute discretion of the Chair of Trustees) to speak at any such meeting of the Trustees; and
  - 23.2.4 to provide information to the Trustees in respect of the business of any such meeting, except that, for the avoidance of doubt, each Board Observer shall have no right to vote at any such meeting and no authority to bind the Charity in any way.
- 23.3 A majority of the Trustees may decide in their sole discretion and acting reasonably that one or more of the Board Observers should be required to leave part or all of any meeting of the Trustees.

23.4 The Charity shall be entitled to rely on any statement, action or representation made by a Board Observer as being the authorised view of the Patron, unless expressly notified otherwise in advance by the Board Observer or the Patron.

23.5 Patrons and Board Observers shall not be or be regarded as Trustees or shadow directors of the Charity, provided they do not hold themselves out to any third party as representing or acting on behalf of the Charity.

## **24. INDEMNITY**

24.1 Subject to the provisions in the Charities Act, every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him/her in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity. The Charity shall purchase adequate insurance to fulfil this indemnity.

## **25. RULES**

25.1 The Trustees may from time to time make such rule or bylaws as they deem necessary or expedient or convenient for the proper conduct and management of the Charity and for the purposes of prescribing classes of and conditions of membership.

25.2 The Charity in general meeting shall have the power to alter, add to or repeal the rules or bylaws and the Trustees shall adopt such means as they think sufficient to bring to the notice of Members of the Charity all such rules or bylaws, which shall be binding on all Members of the Charity. Provided that no rule or bylaws shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

In accordance with  
Section 24 of the  
Companies Act 2006.

# CC03

## Statement of compliance where amendment of articles restricted



Companies House

☒ **What this form is for**  
You may use this form to state that  
the restrictions to change articles  
have been observed.

☒ **What this form is NOT for**  
You cannot use this form for  
notifying a change of articles that  
are not restricted.

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### 1 Company details

Company number 0 3 3 3 3 1 9 3

Company name in full TIBET RELIEF FUND OF THE UNITED KINGDOM

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Statement of compliance <sup>①</sup>

The above company certifies that the amendment has been made in accordance  
with the company's articles and, where relevant, any applicable order of a court  
or other authority.

**① Please note:**  
This form must accompany the  
document making or evidencing the  
amendment.

### 3 Signature

I am signing this form on behalf of the company.

Signature

Signature

X

DocuSigned by:

Philippa Carrick

638A050A592D4EC...

X

#### ② Societas Europaea

If the form is being filed on behalf  
of a Societas Europaea (SE) please  
delete 'director' and insert details  
of which organ of the SE the person  
signing has membership.

#### ③ Person authorised

Under either section 270 or 274 of  
the Companies Act 2006.

This form may be signed by:

Director <sup>②</sup>, Secretary, Person authorised <sup>③</sup>, Liquidator, Administrator,  
Administrative receiver, Receiver, Receiver manager, Charity Commission receiver  
and manager, CIC manager, Judicial factor.

CC03

## Statement of compliance where amendment of articles restricted

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name CAROLE FENWICK

Company name BIRKETTS LLP

Address PROVIDENCE HOUSE

141-145 PRINCES STREET

Post town IPSWICH

County/Region SUFFOLK

Postcode I P I I I Q J

Country UNITED KINGDOM

DX 3206 IPSWICH

Telephone 01473 406 256

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You are also sending with this form the document making or evidencing the amendment.
- ☐ You have signed the form.

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)