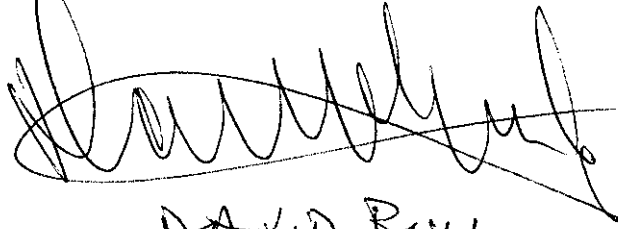


I certify this to be a true
copy of the original

3663/81



DAVID BULL
Company Secretary
04/08/06

**MEMORANDUM AND ARTICLES OF ASSOCIATION
OF**

**The United Kingdom Committee
For UNICEF**

Sinclair Taylor & Martin
The Charity Team
At Russell-Cooke Solicitors
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London SW15 6AB
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DX: 59456 Putney



THE COMPANIES ACTS 1985 AND 1989

**Charity Limited by Guarantee
And not having a Share Capital**

MEMORANDUM OF ASSOCIATION OF

The United Kingdom Committee for U

1. Name of Charity

A29
COMPANIES HOUSE

363
22/08/2006

The name of the Charity is, The United Kingdom Committee for UNICEF, called in this document "the Charity"

2. Registered Office

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

3. Objects of the Charity**3.1 The objects of the Charity are:**

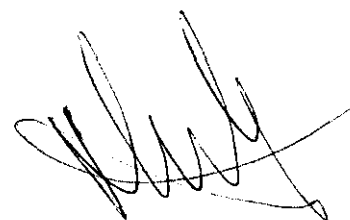
- (a) to promote human rights for children (as set out in the Universal Declaration of Human Rights, the United Nations Convention on the Rights of the Child and other relevant United Nations conventions and declarations, and other relevant international and regional human rights instruments) throughout the world;
- (b) To further charitable work for children throughout the world including work through families and their communities for:
 - i) The relief of poverty and need;
 - ii) The provision of education and training;
 - iii) The promotion and protection of, and provision for, health; and
 - iv) The protection of children who are vulnerable to exploitation and abuse.



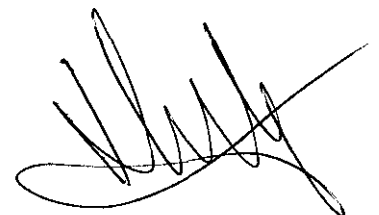
4. What the Charity may do

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

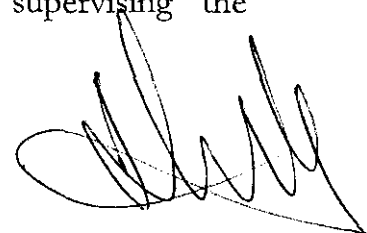
- (a) construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises or structure or land which the Charity may need for its Objects
- (b) employ and pay any employees, officers, servants and professional or other advisers
- (c) subject to any consents required by law to raise funds and borrow moneys, invite and receive contributions or grants or enter into contracts seek subscriptions or raise monies in any other way
- (d) subject to any consent required by law to buy, take on lease, sell lease or otherwise dispose of, hire charge or mortgage or acquire any land or property of any sort and give or receive any guarantee or indemnity
- (e) promote, encourage or undertake study or research and disseminate the results of such study and research
- (f) produce, print and publish anything in written, oral or visual or electronic or any other media in furtherance of the objects
- (g) provide or procure the provision of services, training, consultancy, advice, support, counseling and guidance, in furtherance of the objects of any of them
- (h) promote and advertise the Charity's activities and give publicity to the work of UNICEF
- (i) engage in political activities provided that the Trustees are satisfied that the proposed activities will further the purposes of the Charity to an extent justified by the resources committed and that the activities are not the dominant means by which the Charity carries out its Objects



- (j) invest any money that the Charity does not immediately need in any investments, securities or properties
- (k) undertake any charitable trust or any UNICEF or charitable agency business which may promote the Charity's Objects
- (l) make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their wives, husbands and other dependants
- (m) raise funds other than by means of Taxable Trading
- (n) establish, promote and otherwise assist any limited Charity or companies for the purpose of acquiring any property or of furthering in any way the objects of the Charity through trading and to establish the same either as wholly owned subsidiaries of the charity or jointly with other persons, companies, government departments or local authorities and to finance the same if the Board of Trustees sees fit by way of loan or share subscription on commercial terms provided that the Charity shall seek professional legal advice before financing such companies
- (o) establish support or join with any charitable companies, institutions, societies or associations whose objects are the same as or similar to its own
- (p) purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, liabilities of any of the charities, institutions, societies or associations with which the Charity is authorized to join, and perform any of their engagements
- (q) transfer of any of the Charity's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Charity is authorized to join
- (r) open and operate banking accounts and other banking facilities
- (s) enter into any arrangements with any governments, authorities or any person, Charity or association necessary to promote any of the Charity's Objects
- (t) insure any risks arising from the Charity's activities

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- (u) insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- (v) make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commissioners
- (w) pay all the expenses and costs of establishing this Charity
- (x) delegate upon such terms and at such reasonable remuneration as the Charity may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:
 - (i) the Managers shall be authorized to carry on investment business;
 - (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Charity
 - (iii) the Managers shall be under a duty to report promptly to the Charity any exercise of the delegated powers and in particular to report every transaction carried out by the Managers of the Charity within 14 days and report regularly on the performance of investments managed by them;
 - (iv) the Charity shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
 - (v) the Charity shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Charity to undertake such reviews within the period of 12 months shall not invalidate the delegation;
 - (vi) the Charity shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the



Managers but otherwise shall not be liable for any acts and defaults of the Managers;

- (y) To permit any investments belonging to the Charity to be held in the name of any clearing bank, trust, corporation or stockbroking Charity which is a member of the Stock Exchange (or any subsidiary of any such stockbroking Charity) as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such

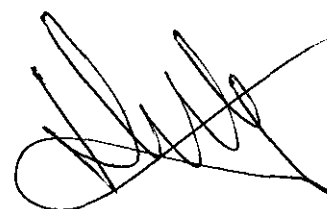
5. Use of income and property

- 5.1 The income and property of the Charity shall be applied solely towards the promotion of its Objects. None of it may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Charity and no member of the Board of Trustees may be paid any salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity in any way except as shown below under 'Allowed Payments'.

6. Allowed Payments

- 6.1 The Charity may pay:-

- (a) Reasonable and proper payment to any officer or servant of the Charity for any services to the Charity provided such officer is not a member of the Board of Trustees.
- (b) Interest on the money lent by a member of the Charity or its Board of Trustees. The annual rate of interest must not be more than 2% below the base rate of one of the clearing banks or a rate of 3% whichever is the greater.
- (c) Reasonable out-of-pocket expenses to any member of the Board of Trustees.
- (d) Reasonable and proper payment to a company of which a member of the Board of Trustees holds not more than a hundredth of the capital.
- (e) Reasonable and proper rent of premises demised or let by any member of the Charity or its Board of Trustees.



- (f) All reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in this Memorandum.
- (g) Reasonable and proper payment for the supply of goods or work where the Board of Trustees determines following full disclosure from the Board Member concerned that it is not against the interest of the Charity. The Board Member concerned shall not be present during discussion or vote on the matter. At no time may a majority of the Board be interested in such contracts.
- (h) The Charity may pay any payment due to a Trustee under the indemnity provisions set out in the Articles of Association.

7. Alterations to this Memorandum

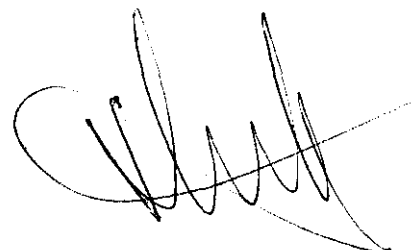
- 7.1 No alterations to this Memorandum may be made which would cause the Charity to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution. For a special resolution to be valid, 21 Clear Days' notice of it must be given, and 75% of those voting must be in favour of it. Such a resolution may be passed on less notice if 95% of the total number of members having the right to vote agree.
- 7.2 Alterations may only be made to the objects of the Charity or any clause of this memorandum or articles which directs or restricts the way monies or the property of the Charity may be used with the Charity Commission's prior written consent.
- 7.3 The Charity Commission and the Companies Registrar must be informed of alterations and all future copies of the Memorandum issued must contain the alteration.

8. Limited Liability

- 8.1 The liability of the members is limited.

9. Guarantee by Members of the Charity

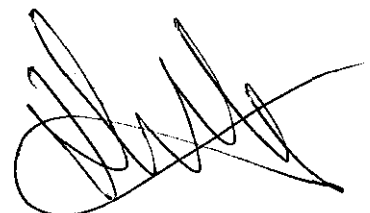
- 9.1 Every member of the Charity agrees to contribute to the Charity £1 or any smaller amount required if:-

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- (a) The Charity is wound-up while he or she is a member or within a year afterwards; and
- (b) The Charity has debts and liabilities, which it cannot meet out of its assets.

10. **Winding-up of the Charity**

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

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THE COMPANIES ACTS 1985 AND 1989

Charity Limited by Guarantee and not having a Share Capital

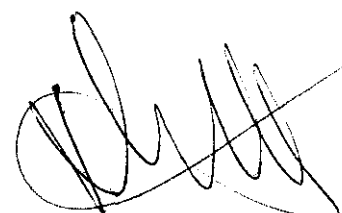
ARTICLES OF ASSOCIATION OF

The United Kingdom Committee for UNICEF

1. Meaning of Words

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

1.2 Words	Meanings
Act	The Companies Acts 1985 and 1989 and as amended by subsequent Acts
The Charity	The United Kingdom Committee for UNICEF
Clear Day	24 hours from midnight following the relevant event
The Articles	These Articles of Association and the regulations of the Charity
The Board	The Board of Trustees of the Charity whose members are the directors of the Charity and as such are charity trustees
The Office	The registered office of the Charity
The Seal	The common seal of the Charity
Taxable Trading	Carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the objects of the Charity, the profit of which are subject to corporation tax



The United Kingdom Great Britain and Northern Ireland

Month Calendar month

In writing Written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by fax or email or other electronic means

1.3 Words in the singular form include the plural and vice versa.

1.4 The words "person" or "people" include corporations.

1.5 Apart from the words defined above, any words or expression defined in the Act or any change to the Act in force when these Articles become binding on the Charity will have the same meanings in these Articles, provided they are consistent with the subject or context.

1.6 Headings are not part of the Memorandum or Articles.

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

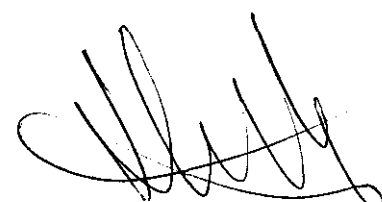
2.1 The Charity is established for the Objects shown in the Memorandum of Association.

2.2 A copy of the Memorandum and Articles and any standing orders must be available for inspection at the Office. Any member must be given a copy of these on payment of a reasonable fee fixed by the Board of Trustees.

3. **Members**

3.1 Subject as hereinafter provided, and upon payment of such annual sum as the Board of Trustees shall from time to time determine, membership of the Charity shall be open to:

- (i) individual persons; and
- (ii) organizations and specialist bodies in the United Kingdom willing to participate in the work of the Charity.



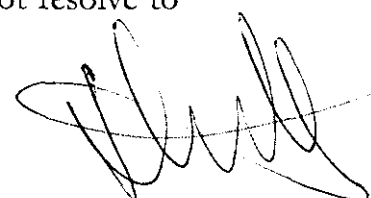
- 3.2 An organisation, which is a member must, if requested, give a copy of its constitution (if any) to the Charity.
- 3.3 Each individual person who is a Member of the Charity and each representative of an organization which is a member of the Charity may nominate a proxy to attend and vote at any meeting of the Charity in his or her place provided that he or she shall have given 24 hours previous notice in writing to the Charity of his or her intention to do so naming the proxy
- 3.4 No individual person or organization shall become a Member of the Charity save upon admission to membership by the Board of Trustees who without stating any reason may refuse to admit any individual person or organization.

4. **No Transfer of Membership**

- 4.1 None of the rights of any member of the Charity may be transferred or transmitted to any other person.

5. **Ending of Membership**

- 5.1 A member stops being a member of the Charity if:
 - (a) the member resigns from membership by giving notice in writing to the Charity
 - (b) membership is ended under Article 6
 - (c) a member's subscription (if any) remains unpaid six months after it is due or the member fails to respond in writing or by email or fax within two months to a notice asking him or her to confirm they wish to continue as a member, and the Board of Trustees resolves to end that person's membership
 - (d) at the conclusion of the first meeting of the Board of Trustees falling after the fifth anniversary of a member's admission to membership, where the Board considers the question of the member's continued membership and does not resolve to continue it. Prior to such consideration the Board shall notify the member and offer the member the opportunity to make written representations, and shall consider any representation prior to making any decision. Where the Board considers the member's membership and does not resolve to



continue that member's membership, the Board shall give written notice to the member. Membership will terminate on the date notice is sent. Where the Board considers any member's continued membership under these provisions and resolves to continue it, it shall not reconsider continuation of membership of that member under this provision for a further period of five years. For members of the Charity who were members at the date of the first annual general meeting of the Charity the consideration of their retirement shall be phased over five years with one fifth of those members being eligible to be considered for continued membership after the fourth, fifth, sixth, seventh and eighth anniversaries of the first annual general meeting. Those to be considered for being selected on the basis of the alphabetical order of their surnames or names of the organisation with one fifth of those members being considered on or after each of those dates. Where the Board of Trustees fails for any reason to consider the question of members continued membership, membership shall continue but the Board may consider it at any subsequent date. The Company Secretary shall maintain a record of each consideration of membership.

6. Determination of Membership

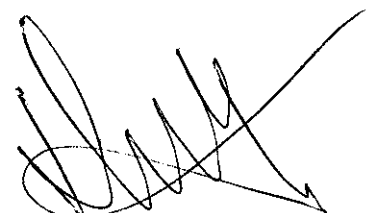
- 6.1 The Board of Trustees at their discretion may determine the membership of a Member of the Charity being an individual person or an organization, whose actions in the view of the Board of Trustees are incompatible with membership.

7. General Meetings

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

8. Extraordinary General Meetings

- 8.1 All general meetings except annual general meetings are called extraordinary general meetings.

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9. **Calling of Extraordinary General Meetings**

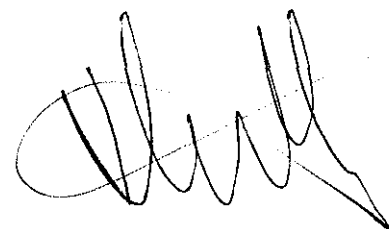
- 9.1 The Board of Trustees may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if 10% of members request it.

10. **Notice of Meetings**

- 10.1 All meetings called to consider a Special Resolution and the annual General Meeting of the Charity must be called by giving at least 21 Clear Days' notice of the meeting of the Charity and others must be called by giving 14 Clear Days' notice. These notices must be in writing and specify the place, date and time of the meeting. If special business is to be discussed, details of the business must be given. Notice of the meeting must be given to everyone entitled by these Articles to receive it
- 10.2 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed:
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote at it; or
 - (b) in the case of any other meeting, by a majority of the members who have a right to attend and vote. But this majority must represent at least 95% of the total membership of the Charity members who have voting rights.

11. **Ordinary and Special Business at General Meetings**

- 11.1 At an extraordinary general meeting all business will be treated as special business. At an annual general meeting all business will be treated as special except the consideration of accounts and balance sheets, the reports of the members of the Board of Trustees and Auditors, the election of members of the Board of Trustees, the appointment of Auditors, and the fixing of the payments to the Auditors.

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12. Quorum

12.1 Business may be done at a general meeting only if a quorum of members is present when the meeting begins to deal with its business. A quorum is 12 unless shown differently below.

13. Adjournment if no Quorum

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

13.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

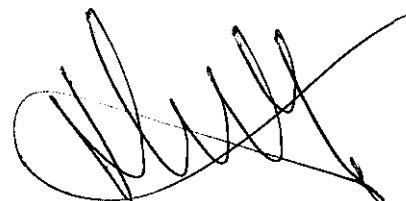
14. Chairperson

14.1 The President of the Charity or if he or she is not available, the Chairperson of the Charity shall preside as Chairperson at every general meeting of the Charity. If there is no Chairperson, or if he or she is not present within 15 minutes after the appointed starting time or is unwilling to take the chair the members of the Charity present must elect a trustee, or if none is present or willing to act as Chairperson, one of their number to be chairperson of the meeting.

15. Adjournment of the Meeting

15.1 The Chairperson may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be done at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

15.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

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16. Voting on Resolutions

16.1 At any general meeting a resolution (save for the election of Officers and Elected Board Members) put to the vote of the meeting is decided by a simple majority on a show of hands unless a poll is demanded (before or after the result of the show of hands is declared). A poll can be demanded by the Chairperson or at least two members who are present.

17. Declaration of Chairperson is Final

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

17.2 The demand for a poll may be withdrawn.

18. When a poll is taken

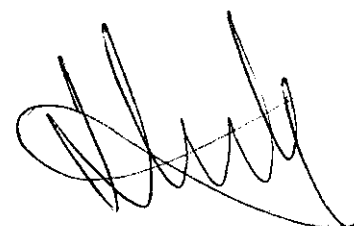
18.1 A poll must be taken immediately, if it is correctly demanded to elect a Chairperson or to decide upon an adjournment. Polls about other things will be taken whenever the Chairperson says so. Business which is not the subject of a poll may be dealt with before or during the poll.

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

19. Voting and Speaking

19.1 Every member or their representative or proxies present has one vote including the Chairperson. If the votes are level, the Chairperson has a casting vote.

19.2 A member of the Board of Trustees shall have the same rights to attend and speak as a member even if he or she is not a member.

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20. **Written Agreement to Resolution**

20.1 Unless the law says otherwise, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:

- (a) it must be in writing;
- (b) it must be signed by all those members (or their duly authorised representatives) entitled to receive notice to attend general meetings;
- (c) it may consist of two or more documents in identical form signed by members.

21. **Management by members of the Board of Trustees**

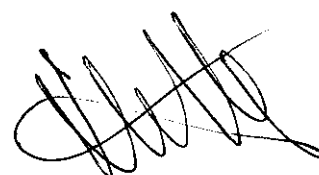
21.1 The business of the Charity is managed by the Board of Trustees. They may pay all the expenses of promoting and registering the Charity. They may use all powers of the Charity which are not, by the Act or by these Articles, required to be used by a general meeting of the Charity. But the members of the Board of Trustees are at all times governed first by the Act, second by the Memorandum and Articles, and third by any standing orders.

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

22. **Powers of the Board of Trustees**

22.1 The Board of Trustees may subject to such consents as the law requires use all the powers of the Charity to:

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



23. Payment of Subscriptions

23.1 All members shall pay the subscriptions that the Board of Trustees may decide from time to time.

24. Cheques and Bills etc

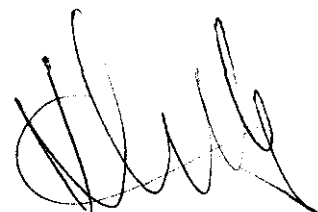
24.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Charity shall indicate the name of the Charity in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Board of Trustees decides from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

25. Indemnity for Trustees

25.1 In the management of the affairs of the Charity no Trustee shall be liable (to the extent permitted by the Act) for any loss to the property of the Charity arising by reason of:

- (a) improper investment made in good faith (so long as the Trustee sought professional advice before making such investment); or
- (b) negligence or fraud of any agent employed by any Trustee in good faith (provided reasonable supervision shall have been exercised); or
- (c) any mistake or omission made in good faith by any Trustee; or
- (d) by reason of any other matter or thing other than fraud, wrongdoing or wrongful omission on the part of the Trustee.

25.2 Subject to and to the extent permitted by the Act, but without prejudice to any indemnity to which he may otherwise be entitled every Trustee may be indemnified out of the assets of the Charity against all costs and liabilities incurred by him in relation to any proceedings (whether criminal or civil) which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee save that no Trustee shall be entitled to be indemnified:



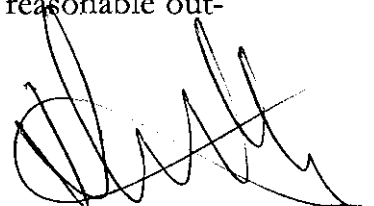
- (a) for any liability incurred by him to the Charity or any associated company of the Charity (as defined by the Act for these purposes);
- (b) for any fine imposed in criminal proceedings;
- (c) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
- (d) for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final;
- (e) for any costs for which he has become liable in defending any civil proceedings brought by the Charity or an associated company in which a final judgment has been given against him; and
- (f) for any costs for which he has become liable in connection with any application under sections 144(3) or (4) or 727 of the Act in which the court refuses to grant him relief and such refusal has become final.

25.3 Every Trustee may have funds provided to him by the Charity to meet expenditure incurred or to be incurred in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee, provided that he will be obliged to repay such amounts no later than:

- (a) in the event he is convicted in proceedings, the date when the conviction becomes final;
- (b) in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or
- (c) in the event of the court refusing to grant him relief on any application under sections 144(3) or (4) or 727 of the Act, the date when refusal becomes final.

26. Payment of reasonable expenses to members of Trustees

26.1 The members of the Board of Trustees may be paid reasonable out-



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

27. The Keeping of Minutes

27.1 The Board of Trustees must have minutes entered in the minute books:

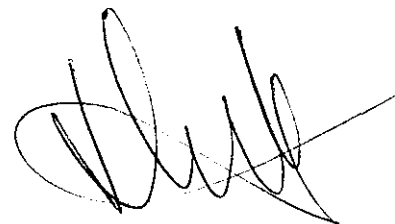
- (a) of all appointments of officers by the Board of Trustees;
- (b) of the names of the members of the Board of Trustees present at each of its meetings and of any committee of the members of the Board of Trustees;
- (c) of all resolutions and proceedings at all meetings of:
 - (i) The Charity;
 -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

28. Officers

28.1 The Board of Trustees shall elect from among themselves a Chairperson, two Vice Chair persons, a Treasurer and such other officers, not exceeding two, as they may from time to time deem necessary.

28.2 Officers, other than those elected to fill vacancies, shall generally be elected at the first meeting of the Board after the annual general meeting to hold office for a term not exceeding the remainder of their term on the Board.

28.3 The Officers shall, subject to the maximum term of office on the Board, be eligible for re-election following expiry of their term in office.

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29. The President

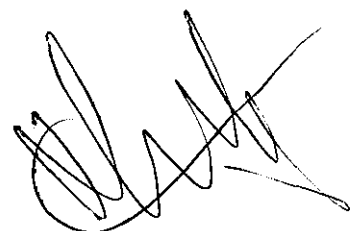
- 29.1 The President of the Charity shall hold office from the end of the annual general meeting at which he or she is elected by the members of the Charity and shall hold office for up to three terms of three years.
- 29.2 The President shall not be a member of the Board of Trustees but he may attend and speak at meetings of the Board of Trustees but shall not have the right to vote.

30. The composition of the Board of Trustees

- 30.1 The Board of Trustees shall consist of
- (a) not less than seven nor more than sixteen elected Board members
 - (b) not more than six persons properly co-opted under the provisions of these articles.
- 30.2 (a) The maximum term of service on the Board of Trustees for:
- (i) any Officer of the Charity shall be nine consecutive years;
 - (ii) any other Trustee of the Charity shall be six consecutive years.
- (b) a Member of the Board of Trustees who has served on the Board for a maximum consecutive period allowed shall not be eligible for re-election or reappointment until one year has elapsed from the date of expiry of his or her last term of service on the Board.

31. Election of the President, Officers and Elected Board Members

- 31.1 The Members of the Charity shall elect by postal ballot the President and the Elected Board Members :
- (a) nominations for the President and Elected Board Members shall be submitted in writing to the Charity no later than 42 days before the date of the annual general meeting;

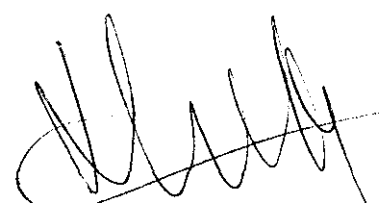
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- (b) ballot papers shall be sent by post to all the Members of the Charity no later than 21 days before the date of the annual general meeting;
- (c) the counting of the ballot papers shall take place at or prior to the annual general meeting;
- (d) the election of the President and the Elected Board Members shall be carried by a simple majority of the votes cast and in case of equality of votes the Chairperson shall decide between those candidates by lot, and proceed as if the candidate on whom the lot falls had received an additional vote;
- (e) in case the vote of any Members voting by post shall be uncertain or spoilt, or should doubt arise as to the intention of the Member so voting the Chairperson shall have an absolute discretion to reject the vote;
- (f) where there are no more nominations than vacant posts the names of candidates shall be presented to the annual general meeting for approval without the necessity of a postal ballot.

32 Retirement of Trustees

- 32.1 At every annual general meeting all co-opted trustees shall retire. The President and any elected trustees, for whom it is the third annual general meeting since election, shall retire. Trustees shall be eligible for re-election subject to the maximum term of office.

33. Term of Office

- 33.1 In all clauses dealing with the term of office of Members of the Board references to years shall mean the period between each annual general meeting rather than calendar years.
- 33.2 Any period as a co-opted or appointed Board Member shall be included in the calculation of the maximum uninterrupted term of office such that the period from his date of co-option or appointment to the next annual general meeting shall be included for the purposes of such calculation as a year of service if more than two months passed between the date of his co-option or appointment and the date of the next annual general meeting. If less than two
- 

months passes between the date of co-option or appointment and the next annual general meeting the period shall be ignored.

34. Notification of Change of members of the Board of Trustees to the Registrar of Companies

34.1 All appointments, retirements or removals of Members of the Board of Trustees must be notified to the Registrar of Companies.

35. Casual Vacancies and co-option of Members of the Board of Trustees

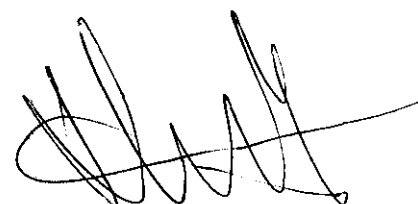
35.1 A casual vacancy in the office of Elected Board Member may be filled by appointment by the Board of Trustees, such appointee shall hold office until the next annual general meeting.

35.2 In addition the Board of Trustees may co-opt not more than six persons as additional Members of the Board of Trustees such persons shall hold office until the next annual general meeting and on the expiry of that period may be elected to the Board as any other form of Board Member but may not be re-co-opted on to the Board

36. Ending of Board of Trustees Membership

36.1. A member of the Board of Trustees must cease to be a member if he or she:-

- (a) is employed by the Charity or holds any office of profit under the Charity; or
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (c) becomes barred from membership of the Board of Trustees because of any order made under the Act or by virtue of Section 72 of the Charities Act 1993; or
- (d) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- (e) resigns the office by notice in writing to the Charity but only if at least two members of the Board of Trustees will remain in office when the resignation takes effect; or



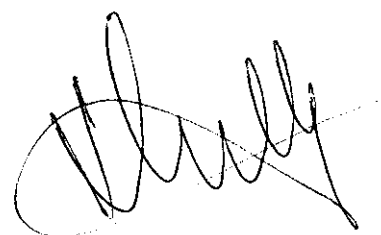
- (f) is directly or indirectly involved in any contract with the Charity and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting at which the contract is discussed or the first meeting after the member became interested in the contract; or
- (g) is removed from office.

37. Removal of a Member of the Board of Trustees by a General Meeting

- 37.1 A general meeting of the Charity may remove any member of the Board of Trustees before the end of his or her period of office whatever the rest of these Articles or any agreement between the Charity and the member may say
- 37.2 Removal can take place only by the Charity passing an ordinary resolution saying so. At least 28 days' notice must be given to the Charity and at least 21 days' notice to the membership. Once the Charity receives such notice it must immediately send a copy to the member of the Board of Trustees concerned. He or she has a right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the member may require it to be read to the meeting.

38. Determination of Office

- 38.1 Any Trustee who is absent from three consecutive meetings of the Board of Trustees may be removed from the Board of Trustees by a resolution of the Board of Trustees of which that Trustee has been given not less than 21 days prior notice.
- 38.2 Any member of the Board of Trustees may be removed from office by a resolution of the Board of which that member has been given seven days notice and where that resolution is passed by a unanimous vote of all those present and voting other than that Board member.

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39. Meetings of the Board of Trustees

- 39.1 The Board of Trustees may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles provided that the Board of Trustees shall hold at least four meetings in each year.
- 39.2 Questions arising at any meeting must be decided by a majority of votes. Every member has one vote including the Chairperson. If the votes are equal, the Chairperson has a casting vote.
- 39.3 A member of the Board of Trustees may, and the Secretary if requested by a member of the Board of Trustees, must summon a meeting of the members of the Board of Trustees.
- 39.4 Notice of a meeting need not be given to any member of the Board of Trustees who is out of the United Kingdom.
- 39.5 The Chairperson of the Charity shall chair the meetings of the Board of Trustees in his or her absence the vice-Chairperson of the Charity shall chair the meeting and if no vice-Chair is present then the Board of Trustees Members present shall choose one of their number to be Chair of the meeting
- 39.6 A Trustee may participate in Board meetings by means of telephone conference call, video conference link, or any other method, which allows all the participants both to hear and be heard by all the other participants in the meeting.

40. Quorum of the Board of Trustees

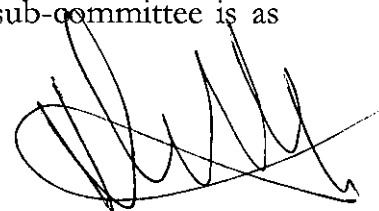
- 40.1 There shall be a quorum when five Board Members are present at a meeting.

41. Vacancies on the Board of Trustees

- 41.1 The Board of Trustees may act despite any vacancy on the committee. But if the number of members falls below the quorum, it may act only to summon a general meeting of the Charity.

42. A Resolution approved by Signature Without a Meeting

- 42.1 A resolution approved by email or by fax or in writing signed by all the members of the Board of Trustees or any sub-committee is as

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valid as if it had been passed at a properly held meeting of the Board of Trustees or sub-committee. The resolution may consist of several documents in the same form signed by one or more members of the Board of Trustees or sub-committee.

43. Validity of Acts Done at Meetings

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

44. Delegation of Board of Trustees Powers to Sub-Committees

44.1 The Board of Trustees may delegate the administration of any of its powers to Committees consisting of one or more of its members. A sub-committee must conform to any regulations that the Board of Trustees imposes on it.

44.2 The members of the Board of Trustees on the sub-committee may (unless the Board of Trustees directs otherwise) co-opt any person or people to serve on the sub-committee.

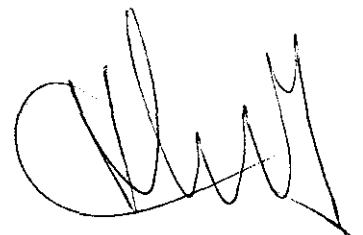
44.3 All acts and proceedings of the sub-committee must be reported to the Board of Trustees as soon as possible.

45. Meetings of Sub-Committees

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

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

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

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COMPANY SECRETARY

46. Appointment and Removal of the Charity Secretary

46.1 The members of the Board of Trustees appoint the Charity Secretary. They decide his or her period of office, pay (if not a member of the Board of Trustees) and conditions of service. They may also remove the Charity Secretary. Any Charity Secretary who is paid may not also be a member of the Board of Trustees

47. Actions of Directors and Charity Secretary

47.1 The Act says that some actions must be taken both by a member of the Board of Trustees (a Director) and by the Charity Secretary. If one person is both a member of the Board of Trustees and the Charity Secretary, it is not enough for him or her to do the action first as a Board of Trustees member and then as Charity Secretary.

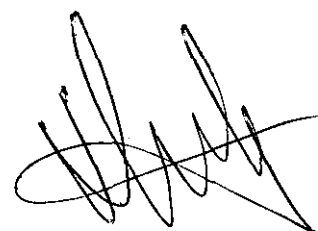
ACCOUNTS

48. Proper Accounts must be Kept

48.1 The Board of Trustees must have proper books of account kept in accordance with the law. In particular, the books of account must show:

- a) all amounts received and spent by the Charity, and for what;
- b) all sales and purchases by the Charity;
- c) the assets and liabilities of the Charity.

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

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49. Books must be Kept at the Office

49.1 The books of account must be kept at the Registered Office of the Charity or at other places decided by the Board of Trustees. The books of account must always be open to inspection by members of the Board of Trustees.

50. Inspection of Books

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

51. Profit and Loss Account and Balance Sheets

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

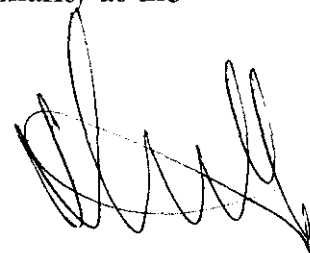
- a) any profit and loss accounts;
- b) a report by the Board of Trustees on the state of the Charity as required by the law
- c) a statement of financial activities or such varied reports, statements or accounts as are from time to time required by law

51.2 The Board of Trustees must file with the Companies Registrar the annual returns that are required.

52. Copies for Members

52.1 Certain documents must be sent to members of the Charity at least 21 Clear Days before the date of the annual general meeting. These documents are:

- a) a copy of every balance sheet (including every document required by law to be attached to it) which is to be laid before the Charity at the general meeting;

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- b) a copy of the report on the balance sheet from Reporting Accountants or Auditors;
- c) a copy of the report of the members of the Board of Trustees.

52.2 But this Article does not require a copy of these documents to be sent to anyone whose address the Charity does not know.

53. Appointment of Reporting Accountants or Auditors

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

54. Service of Notices

54.1 The Charity may give notice to any member either personally or by delivering it or sending it by ordinary post or by fax or email to his or her registered address. If the member lacks a registered address within the United Kingdom, notice may be sent to any address within the United Kingdom, which he or she has given the Charity for that purpose. If a notice is sent by post, fax or e-mail it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. The notice will be treated as having been received 48 hours after transmission by email or by fax or after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post.


55. Accidental Omission of Notice

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

56. Who is Entitled to Notice of General Meetings

56.1 Notice of every general meeting must be given to

- a) every Member (except those members who lack a registered address within the United Kingdom and have not given the Charity an address for notices within the United Kingdom);

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- b) reporting Accountants or Auditor of the Charity;
- c) all members of the Board of Trustees;

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

57. Alteration of the Articles

57.1 The Charity may alter these Articles only by a special resolution. A special resolution must be passed at a meeting of members of which 21 Clear Days' notice has been given of the intention to pass a special resolution and at which 75% of those voting must be in favour. Such a resolution may be passed on shorter notice if 95% of members having the right to vote agree.

57.2 No alteration may be made to an article, which directs or restricts the way monies or property of the Charity may be used without the Charity Commission's prior written approval.

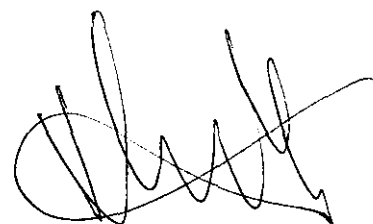
58. Dissolution of the Charity

58.1 The Board of Trustees or a general meeting may decide at any time to dissolve the Charity. The Charity shall then call a meeting of all members and those entitled to notice of general meetings.

58.2 Any surplus must be used in accordance with the provisions of the Memorandum of Association.

59. Standing Orders

59.1 The Board of Trustees shall have the power from time to time to make standing orders for the management of the Charity and any other matter they think relevant. Such orders shall, insofar as they regulate the election of trustees or the organisation or conduct of general meetings only take effect following their approval by members of the Charity.

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