

**Company Number 3719092**

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION OF COMPASSION UK CHRISTIAN CHILD DEVELOPMENT\***

**Incorporated on the 24 February 1999**

**Charity Registration No. 1077216**

\*As amended by Special Resolutions passed on 8 July 1999, 30 June 1999, 3 September 1999, 7 June 2010, 24 October 2011 and 21 March 2022

# ARTICLES OF ASSOCIATION OF COMPASSION UK CHRISTIAN CHILD DEVELOPMENT

---

## THE COMPANIES ACT 2006

### COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

#### Articles of Association of

#### COMPASSION UK CHRISTIAN CHILD DEVELOPMENT

##### Interpretation

**1.** In these articles:

'Address' means a postal address, or for the purposes of electronic communication, a fax number, an email or postal address or a telephone number for receiving text messages in each case registered with the Charity;

'the Charity' means the company governed by the Articles;

'the Act' means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

'the Articles' means the Articles of Association of the Charity;

'clear days' in relation to the period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

'chair' means the person elected as the Chair of the Board of Trustees and/or person nominated to chair the meeting of the trustees in accordance with these Articles;

'Companies Acts' means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Charity;

'connected person' as defined in Section 252 of the Act;

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

'electronic form' has the meaning given in Section 1168 of the Act;

'executed' includes any mode of execution;

'financial benefit' means a benefit, direct or indirect which is either money or has monetary value;

'Financial Expert' means a person who is reasonably believed by the trustees to be qualified to give advice on investments by reason of his ability in and practical experience of financial and other matters relating to investments;

'the memorandum' means the memorandum of association of the Charity;

'office' means the registered office of the Charity;

## ARTICLES OF ASSOCIATION OF COMPASSION UK CHRISTIAN CHILD DEVELOPMENT

---

'officers' includes the trustees and the secretary (if any);

'present' at a meeting includes being present by suitable electronic means agreed by the trustees in which a participant or participants may see and hear all the other participants;

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

'secretary' means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary;

'Statement of Faith' means the Statement of Faith set out as an appendix to the articles;

'the trustees' means the directors of the Charity (and 'trustee' has a corresponding meaning). The directors are charity trustees as defined in Section 177 of the Charities Act 2011;

'the United Kingdom' means Great Britain and Northern Ireland; and

Words importing the masculine gender only shall include the feminine gender and the singular includes the plural and vice versa.

Unless the context otherwise requires, words or expressions contained in the Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when the article becomes binding upon the Charity.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

**2.** The Company's name is Compassion UK Christian Child Development.

**3.** The Charity's office is to be situated in England and Wales.

**4. Objects**

**4.1.** The Charity's objects ('the Objects') are:-

**4.1.1.** To advance the Christian Faith in all or any part of the world.

**4.1.2.** The relief of poverty, suffering or distress amongst children (including but without prejudice to the generality the prevention of malnutrition, illness and disease).

**4.1.3.** The education and training of children.

**4.1.4.** The development of children to social and spiritual maturity.

Nothing in these Articles of Association shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with any statutory provision regarding the meaning of the word "charitable" or the words "charitable purposes" in force in any part of the United Kingdom.

**4.2.** In furtherance of the Objects but not further or otherwise the Charity may:-

**4.2.1.** Undertake the education of the public in the spiritual social and physical needs of children in all parts of the world.

- 4.2.2.** Maintain develop and establish and improve land and buildings for any one or more of the Objects.
  - 4.2.3.** Provide hold and organise facilities for seminars, conferences, lectures, concerts, the showing of films videos and the presentation of drama.
  - 4.2.4.** Advertise and promote the Charity in any part or parts of the world.
  - 4.2.5.** Publish and distribute literature in all forms and films, videos, and cassette tapes or other mechanical or electronic means of communication
  - 4.2.6.** Provide or assist in the provision of facilities for divine worship, prayer, fellowship and teaching.
  - 4.2.7.** Join with any association representing the interests of other organisations in the world having similar purposes to the Objects or some of them.
- 5.** In furtherance of the Objects but not further or otherwise the Charity may exercise the following powers:-
  - 5.1.** To receive donations, subscriptions, gifts, legacies and other bequests for the promotion of the Objects;
  - 5.2.** To make charitable grants, donations or other payments as the Charity shall think fit whether to individuals, organisations, societies or institutions;
  - 5.3.** To make loans:-
    - 5.3.1.** to other charitable organisations societies or institutions; and
    - 5.3.2.** to individuals for charitable purposes on such terms as to repayment security and interest as the Charity may in its discretion think fit;
  - 5.4.** To purchase or otherwise acquire real or personal property whether freehold or leasehold for the purposes of the Charity and to improve the same, and to alter, reconstruct, maintain and manage buildings and to deal with and dispose of whether by way of sale, lettings, licensing or in any other manner its property in whatsoever manner as the Charity may determine subject to such consents as may be required by law.
  - 5.5.** To acquire and deal with such sums of money in such currencies (including but without prejudice to the generality of the foregoing dollars of the United States of America) at such rates of exchange and whether for immediate or future exchange as the Charity may in its absolute discretion think fit;
  - 5.6.** To apply for registration of the Charity as proprietor of any trademark, patent or registered design;
  - 5.7.** To undertake and execute and act as trustee of any Trust which may lawfully be undertaken by the Charity and to invite and receive contributions whether by way of subscriptions, donations, legacies or otherwise;
  - 5.8.** To take such steps by personal or written appeal, public meetings or otherwise for raising money for the purposes of the Charity or any of them for any charitable purpose having similar objects provided that the Charity shall not undertake any permanent trading activities (save in pursuance of the Objects) in raising funds for the promotion of the Objects including but

without prejudice to the generality of the foregoing power to indemnify and keep indemnified any bank in respect of liability costs, interest and expenses which arise in respect of any wrongful or mistaken operation by the Charity or any of its employees or agents or any direct debit or similar system for the collection of donations or subscriptions (whether under deed of covenant or not) to the Charity;

- 5.9.** To borrow money and to give security for money borrowed or grants of other obligations by mortgage, charge or other security over the Charity's property in such manner as the Charity shall deem expedient subject to such consents as may be required by law.
- 5.10.** To invest or deposit any money belonging to the Charity in or upon such investments (including land and buildings), securities (including in particular but without prejudice to the generality shares of a company which is wholly owned by the Charity) loans with or without interest or security or other forms of real or personal property as the Charity may think fit and in all respects as if the Charity was the owner beneficially provided such investment is only undertaken after obtaining advice of a Financial Expert;
- 5.11.** To accumulate so far as permitted by law, all or any part of the income of the Charity by investing the same and the resulting income thereof (with power to vary such investments) after obtaining the advice of a Financial Expert but so that all or any part of the capital of the Charity or such accumulations of income may at any time or times be used or applied for the charitable purposes aforesaid;
- 5.12.** To vest any assets belonging to the Charity in a custodian trustee or custodian or in a nominee or nominees for the Charity resident in the United Kingdom;
- 5.13.** To take out such insurance policies as are necessary to protect the Charity including a power to insure:-
  - (a)** any property belonging to the Charity in the full reinstatement value thereof together with professional fees and loss of rent in respect of all such risks as may be thought prudent;
  - (b)** the Charity in respect of all such risks and in such manner as may be thought prudent;
  - (c)** against sickness of or injury to any employees of the Charity; and
  - (d)** subject to section 189 of the Charities Act 2011 the trustees, the employees and agents of the Charity against breach of duty errors and omissions for the purpose of indemnifying the trustees, employees and agents of the Charity against personal liability arising from acts and omissions other than an act or omission which the trustees or trustee concerned knew to be a breach of trust or breach of duty or as to which the trustee or trustees concerned was reckless whether it was or was not a breach of trust or breach of duty;
- 5.14.** To employ and pay such officers, servants and professional or other advisers as the Charity may think fit for the carrying on of its objects at such reasonable and proper remuneration as the Charity shall from time to time determine The Charity may employ or remunerate a trustee only to the extent it is permitted to do so by article 6.3.3 and provided it complies with the conditions in that article;
- 5.15.** To make all reasonable and necessary provisions for the payment of pensions and superannuation annuities and death in service benefits to or on behalf of employees or former employees and their widows and other dependants;

- 5.16.** To establish and support or aid in the establishment and support of any charitable institution or institutions having objects similar to the objects of the Charity and to give money or other property to any such Charity;
- 5.17.** To cause the Charity to be registered in any part of the World in which it may for the time being be operative or in which it shall have an interest;
- 5.18.** To amalgamate with, acquire the undertaking or property of or part with the undertaking or property of the Charity or to affiliate with any other charitable institution or institutions having objects similar to the objects of the Charity;
- 5.19.** To draw, make, accept, endorse, discount, execute and issue promissory notes bills cheques and other instruments and to open and operate bank accounts or similar facilities in the name of the Charity. Any such account or facilities in which any part of the assets of the Charity is deposited shall be operated by the trustees and they may give authority to other individuals to operate such bank account under the supervision of the trustees;
- 5.20.** To co-operate with other charities voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- 5.21.** To pay out of the funds of the Charity the costs charges and expenses of and incidental to the formation and registration of the Charity;
- 5.22.** To enter into a licence for the use of the name of the Charity on such terms and conditions as the Charity shall think fit;
- 5.23.** To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 5.24.** To do all the above things in any part of the world and to do all other lawful things as shall further the attainment of the Objects.

### **6. Benefits and payments to trustees and connected persons**

- 6.1** The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity save where permitted in these articles, where the member is also a trustee or connected person.
- 6.2** No trustee or connected person may buy any goods or services from the Charity on terms preferential to those applicable to members of the public, sell goods, services, or any interest in land to the Charity, be employed by, or receive any remuneration from, the Charity or receive any other financial benefit from the Charity unless authorised by article 6.3 and 6.4, or authorised by the court or the prior written consent of the Charity Commission has been obtained or the Charity Commission confirm that their consent is not required.
- 6.3** A trustee:
  - 6.3.1** is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity in accordance with the Charity's expenses policy in place from time to time.

- 6.3.2** may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 6.3.3** may be employed by or receive any reasonable and proper remuneration from the Charity provided that:
- (a)** no more than one third of the number of the trustees shall be paid remuneration by the Charity;
  - (b)** no trustee shall be present at any time in any meeting when his or her remuneration or the terms of his or her employment by the Charity is discussed or voted upon; and
  - (c)** he or she shall have no vote in relation to such matters.
- 6.4** A trustee or connected person may:
- 6.4.1** receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided a majority of the trustees do not benefit in this way.
- 6.4.2** enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- 6.4.3** receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 6.4.4** receive rent for premises let by the trustee or connected person to the charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- 6.4.5** take part in fundraising activities of the Charity on the same terms as members of the public.
- 6.4.6** enter into a contract for the supply of goods to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011 or to the extent that the supply of goods is not already covered by said sections of the Charities Act 2011 then subject to the following conditions:
- (a)** The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or its trustees (as the case may be) and the trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Charity.
  - (b)** The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
  - (c)** The other trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a trustee or connected person. In reaching that decision the trustees must balance the

advantage of contracting with a trustee or connected person against the disadvantages of doing so.

- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.
- (f) The reason for their decision is recorded by the trustees in the minute book.
- (g) A majority of the trustees then in office are not in receipt of remuneration or payments authorised by this article 6.

**7.** The liability of members is limited.

**8.** Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

**9.** If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by article 6 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

### **10. Members**

**10.1** The members of the Charity shall be the trustees from time to time. No person shall be admitted a member of the Charity unless he or she acknowledges to the reasonable satisfaction of the trustees his or her acceptance of and belief in the Statement of Faith. Membership is not transferrable. No person other than a trustee may be admitted as a member.

**10.2** Unless the trustees of the Charity in general meeting shall make other provision under Article 55, the trustees may in their absolute discretion permit any member of the Charity to retire, provided that after such retirement the number of members is not less than three.

**10.3** Any member may be removed as a member by a resolution passed in general meeting of the Charity and upon the passing of such a resolution the member in relation to whom the resolution has been passed shall thereupon cease to be a member of the Charity.

**10.4** Any person who ceases to be a trustee shall thereby automatically cease to be a member of the Charity.

**11.** The Charity shall not be obliged to hold an annual general meeting.



### **12. Notice of General Meetings**

- 12.1** The trustees may call a general meeting at any time by not less than 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.
- 12.2** The notice must specify the date, time, and place of the meeting and the general nature of the business to be transacted. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Act and Article 26 and 27. Notice of a meeting to a member who is absent from the United Kingdom shall be given to that member at the address notified from time to time to the Charity for that purpose.

- 13.** The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

### **Proceedings at general meetings**

- 14.** No business shall be transacted at any meeting unless a quorum is present. Three persons present in person or by proxy entitled to vote upon the business to be transacted, each being a member, or one third of the total number of such persons for the time being, whichever is the greater, shall constitute a quorum.
- 15.** If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to such time and place as the trustees may determine. The trustees must give at least seven clear days' notice of the reconvened meeting starting date, time and place of the meeting.
- 16.** The chair, if any, of the trustees or in his or her absence some other trustee nominated by the trustees shall preside as chair of the meeting, but if neither the chair nor such other trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the members present shall elect one of their number to chair the meeting.
- 17.** If no trustee is willing to act as chair, or if no member present is elected as chair pursuant to article 16 within fifteen minutes after the time appointed for holding the meeting, the meeting shall be adjourned to such later date time and place being not more than 28 days after the date on which the meeting was initially due to be held as shall be determined by the chair. At least seven clear days' notice shall be given of the revised date, time and place of the reconvened meeting.
- 18.** The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

- 19.** A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- 19.1** By the chair; or
  - 19.2** By at least two members present in person or by proxy and having the right to vote at the meeting; or
  - 19.3** By a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting;
- 20.** Unless a poll is duly demanded, a declaration by the chair of the result of a vote shall be conclusive and the result must be recorded by an entry in the minutes of the meeting but the number or proportion or votes cast need not be recorded.
- 21.** The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chair. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 22.** A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 23.** A poll demanded on the election of a chair or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than the question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 24.** No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 25.** General meetings may take place either in person or by suitable electronic means agreed by the trustees in which each participant may see and hear all other participants.
- 26. Content of Proxy Notices**
- 26.1** Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which:-
- (a)** States the name and address of the member appointing the proxy;
  - (b)** Identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c)** Is signed by or on behalf of the member appointing the proxy or is authenticated in such manner as the trustees may determine; and
  - (d)** Is delivered to the Charity in accordance with the articles and any instructions contained

in the notice of the general meeting to which they relate.

- 26.2** The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 26.3** Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 26.4** Unless a proxy notice indicates otherwise, it must be treated as:-
  - (a)** allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - (b)** appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

### **27. Delivery of Proxy Notices**

- 27.1** A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.
- 27.2** An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 27.3** A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 27.4** If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

### **28. Written Resolutions**

- 28.1** A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
  - (a)** A copy of the proposed resolution has been sent to every eligible member;
  - (b)** A simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified his or her agreement to the resolution; and
  - (c)** It is contained in an authenticated document which has been received by the Charity within the period of 28 days beginning with the circulation date.
- 28.2** A resolution in writing may comprise several copies to which one or more members have signified their agreement.

#### **Votes of members**

- 29.** Every member shall have one vote.

## ARTICLES OF ASSOCIATION OF COMPASSION UK CHRISTIAN CHILD DEVELOPMENT

---

**30.** No objection shall be raised to the qualification of any voter except 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 objection made in due time shall be referred to the chair whose decision shall be final and conclusive.

**31.** Votes whether on a show of hands or on a poll may be given either personally or by proxy.

### **32. Trustees**

**32.1** A trustee must be a natural person aged 16 years and older.

**32.2** No one may be appointed a trustee if he or she would be disqualified from acting under the provisions of article 35 or does not first acknowledge to the reasonable satisfaction of the trustees his or her acceptance of and belief in the Statement of Faith.

**32.3** The number of trustees shall be not less than three but (unless otherwise determined by the trustees) shall not be subject to any maximum.

### **Powers of Trustees**

**33.** Subject to the provisions of the Act, and the articles, the business of the Charity shall be managed by the trustees who may exercise all the powers of the Charity. No alteration of the articles shall invalidate any prior act of the trustees which would have been valid if that alteration had not been made. The powers given by this article shall not be limited by any special power given to the trustees by the articles and a meeting of the trustees at which a quorum is present may exercise all the powers exercisable by the trustees.

### **34. Appointment and retirement of trustees**

**34.1** A person who is willing to act as a trustee shall subject to article 34.2 be appointed to act as a trustee by a resolution of the trustees in office at the time of such appointment at a general meeting of which not less than ten clear days' notice in writing or in electronic form containing the names of those proposed to be appointed as trustees has been given to the trustees.

**34.2** A trustee appointed pursuant to article 34.1 shall (subject to the provisions of article 34.4) be appointed for a term of three years calculated from the date on which such appointment is made but at the end of such period of three years the trustee so appointed may be appointed for a further term of not more than three years but no person may be appointed a trustee for more than three terms of three years in succession unless:-

(a) immediately following the expiry of the third term of three years there shall have elapsed a period of at least one year during which the trustee concerned shall not have held office as trustee; or

(b) a majority of at least 66% of all trustees in office at that time (excluding the trustee concerned in that number) consider that there are exceptional circumstances and that that the trustees resolve by the same 66% majority to appoint the trustee concerned to a maximum further term of one year because of those exceptional circumstances.

**34.3** If any trustee ceases to be a trustee for any reason during a term of three years for which he has been appointed a trustee before the expiry of such term he shall for the purpose of the

limitation of three terms of three years each referred to in article 34.2 be treated as if he had held office for a full term of three years.

**34.4** All trustees in office at the date of the passing of the resolution whereby article 34.2 was incorporated into these articles shall be treated for the purposes of articles 34.1 and 34.2 as being appointed as trustees for a term of three years commencing on such date and as if they had not been in office as trustees at any time prior to that date.

**34.5** In the event of there being fewer than three trustees in office at any time those trustees or a sole trustee may act to appoint additional trustees or to fill any casual vacancy notwithstanding that their number is less than three or that there are not sufficient trustees to form a quorum at a meeting.

### **Disqualification and removal of trustees**

**35.** A trustee shall cease to hold office if he or she:-

**35.1** ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director;

**35.2** is disqualified from acting as a trustee by virtue of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions);

**35.3** in the written opinion, given to the Charity, of a general medical practitioner treating that person, has become physically or mentally incapable of acting as a trustee and may remain so for more than three months; ;

**35.4** resigns as a trustee by written notice to the Charity (but only if at least three trustees will remain in office when the notice of resignation is to take effect);

**35.5** is absent without the permission of the trustees from all their meetings held within a period of twelve months and the trustees resolve that his or her office be vacated;

**35.6** ceases to be a member of the Charity;

**35.7** ceases to accept the truth of and hold a belief in the Statement of Faith; or

**35.8** is removed from office by a resolution of the trustees that it is in the best interests of the Charity to do so passed at a meeting of the trustees at which at least half of the trustees are present. Such a resolution shall not be passed unless the trustee has been given at least 28 days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either, at the option of the trustee being removed, being heard by or of making written representations to the trustees. There shall be no right of appeal from a decision of the trustees to terminate the trusteeship of a trustee.

### **Proceedings of trustees**

**36.** Subject to the provisions of the articles, the trustees may regulate their proceedings as they think fit. A trustee may, and the secretary at the request of a trustee shall, call a meeting of the trustees.. A meeting may be held by suitable electronic means agreed by the trustees in which each participant may see and hear all the other participants. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or

casting vote.

- 37.** The quorum for the transaction of the business of the trustees may be fixed by the trustees but shall not be less than one third of their number or three trustees, whichever is the greater. No decision may be made unless a quorum is present at the time of the decision is purported to be made.
- 38.** The trustees may act notwithstanding any vacancies in their number, but 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.
- 39.** The trustees may appoint one of their number to chair of their meetings and may at any time revoke that appointment. Unless he or she is unwilling to do so, the trustee so appointed shall preside at every meeting of trustees at which he or she is present. But if there is no trustee holding that office, or if the trustee holding it is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the trustees present may appoint one of their number to chair that meeting.
- 40.** The trustees may appoint one or more sub-committees consisting of two or more trustees with or without others who are not trustees for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the trustees would be more conveniently undertaken or carried out by a sub-committee: provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the trustees.
- 41.** All acts done in good faith by a meeting of trustees, or of a committee of trustees, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a trustee and had been entitled to vote.
- 42.** A resolution in writing, signed by all the trustees entitled to receive notice of a meeting of trustees or of a committee of trustees, shall be as valid and effective as if it had been passed at a meeting of trustees or (as the case may be) a committee of trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the trustees.
- 43. Declaration of Trustees' interests and Conflict of Interests**
- 43.1** A trustee must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A trustee must absent himself from any discussions of the trustees in which it is possible that a conflict will arise between his duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).
- 43.2** If a conflict of interests arises for a trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted trustees may authorise such a conflict of interests where the following conditions apply:-

(a) The conflicted trustee is absent from the part of the meeting at which there is discussion

of any arrangement or transaction affecting that other organisation or person;

(b) The conflicted trustee does not vote on any such matter and is not to be counted when considering whether a quorum of trustees is present at the meeting; and

(c) The unconflicted trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

**43.3** In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a trustee or to a connected person.

### **Secretary**

**44.** A secretary shall be appointed by the trustees for such term at such remuneration (if not a trustee) and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

### **Minutes**

**45.** The trustees shall keep minutes of all:

**45.1** appointments of officers made by the trustees; and

**45.2** proceedings at meetings of the Charity and of the trustees and of committees of trustees including the names of the trustees present at each such meeting, decision made at the meetings and where appropriate the reasons for the decisions.

### **The Seal**

**46.** If the Charity has a seal it shall only be used by the authority of the trustees or of a committee of 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.

### **47. Accounts**

**47.1** Accounts must be kept and be prepared in accordance with the provisions of the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

**47.2** The trustees must comply with the provisions of the Charities Act 2011 with regard to the transmission of statements of account to the Charity Commission

### **Annual Return and Report**

**48.** The trustees shall comply with their obligations under the Charities Act 2011 (or any statutory re-enactment or modification of the Act) with regard to the preparation of an annual return and report and their transmission to the Charity Commission.

### **49. Means of Communications to be Used**

## ARTICLES OF ASSOCIATION OF COMPASSION UK CHRISTIAN CHILD DEVELOPMENT

---

- 49.1** Subject to the articles, anything sent or supplied by or to the Charity under the articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Charity.
- 49.2** Subject to the articles, any notice or document to be sent or supplied to a trustee in connection with the taking of decisions by trustees may also be sent or supplied by the means by which that trustee has asked to be sent or supplied with such notices or documents for the time being.
- 50.** Any notice to be given to or by any person pursuant to the articles:
- 50.1** must be in writing; or
- 50.2** must be given in electronic form
- 51.1** The Charity may give any notice to a member either:
- (a)** personally; or
- (b)** by sending it by post in a prepaid envelope addressed to the member at his address; or
- (c)** by leaving it at the address of the member; or
- (d)** by giving it in electronic form to the member's address or electronic contact details supplied by the member from time to time.
- 51.2** A member who does not register an address with the Charity shall not be entitled to receive any notice from the Charity.
- 52.** A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 52.1** Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 52.2** Proof that an electronic form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Act.
- 52.3** In accordance with section 1147 of the Act notice shall be deemed to be given:
- (a)** 48 hours after the envelope containing it was posted; or
- (b)** In the case of an electronic form of communication, 48 hours after it was sent.
- 53. Indemnity**
- 53.1** The Charity shall indemnify any trustee against any liability incurred by him in that capacity, to the extent permitted by sections 232 and 234 of the Act.
- 53.2** In this article a 'relevant trustee' means any trustee or former trustee of the Charity.
- 54.** The Charity may indemnify an auditor or independent examiner against any liability incurred by him or her or it:



## ARTICLES OF ASSOCIATION OF COMPASSION UK CHRISTIAN CHILD DEVELOPMENT

---

**54.1** in defending proceedings (whether civil or criminal) in which judgment is given in his or her favour or he or she is acquitted; or

**54.2** in connection with an application under section 1157 of the Act (power of Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her by the Court.

### **55. Rules**

**55.1** The trustees may from time to time make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity and for the purposes of prescribing conditions of membership, and in particular but without prejudice to the generality of the foregoing, they may by such rules or bye laws regulate:

**(a)** The admission of members of the Charity and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated;

**(b)** The conduct of members of the Charity in relation to one another, and to the Charity's employees;

**(c)** The setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;

**(d)** The procedure at general meetings of the members the trustees and committees of the trustees in so far as such procedure is not regulated by articles;

**(e)** Generally, all such matters as are commonly the subject matter of company rules.

**55.2** The Charity in general meeting shall have power to alter, add to or repeal the rules or bye laws 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 bye laws, which shall be binding on all members of the Charity. Provided that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the articles.

### APPENDIX

#### Statement of Faith

##### **We believe in:**

- **The Holy Scriptures** as originally given by God, divinely inspired, infallible, entirely trustworthy; and the supreme authority in all matters of faith and conduct.
- **One God**, eternally existent in three persons, Father, Son and Holy Spirit.
- Our **Lord Jesus Christ**, God manifest in the flesh, His virgin birth, His sinless human life, His divine miracles, His vicarious and atoning death, His bodily resurrection, His ascension, His mediatorial work, and His Personal return in power and glory.
- The **Salvation** of lost and sinful man through the shed blood of the Lord Jesus Christ by faith apart from works, and regeneration by the Holy Spirit.
- The **Holy Spirit**, by whose indwelling the believer is enabled to live a holy life, to witness and work for the Lord Jesus Christ.
- The **Unity** of the Spirit of all true believers, the Church, the Body of Christ.
- The **Resurrection** of both the saved and the lost; they that are saved unto the resurrection of life, they that are lost unto the resurrection of damnation.