

Company number: 04193179

Charity number: 1089490

Companies Acts 1985 to 2006

Company limited by guarantee

ARTICLES OF ASSOCIATION

OF

HOPE AND HOMES FOR CHILDREN

Incorporated on 2 April 2001

as amended by Special Resolution dated 29 July 2021

ARTICLES OF ASSOCIATION OF
HOPE AND HOMES FOR CHILDREN

1 OBJECTS

- 1.1 The Objects of the Charity are for the public benefit the relief of need and suffering of children worldwide (without discrimination) by, in particular but not limited to, the provision of sustainable family-based and family-like care alternatives.
- 1.2 This provision may be amended by special resolution but only with the prior written consent of the Commission.

2 POWERS

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

- 2.1 to provide advice or information;
- 2.2 to carry out research;
- 2.3 to co-operate with other bodies;
- 2.4 to support, administer or set up other charities;
- 2.5 to accept gifts and to raise funds (but not by means of taxable trading unless such trading does not involve significant risk to the resources of the Charity);
- 2.6 to borrow money;
- 2.7 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.8 to acquire or hire property of any kind;
- 2.9 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.10 to set aside funds for special purposes or as reserves against future expenditure;
- 2.11 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.12 to delegate the management of investments to a financial expert, but only on terms that:

- 2.12.1 the investment policy is set down in writing for the financial expert by the Trustees;
- 2.12.2 timely reports of all transactions are provided to the Trustees;
- 2.12.3 the performance of the investments is reviewed regularly with the Trustees;
- 2.12.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 2.12.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 2.12.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 2.12.7 the financial expert must not do anything outside the powers of the Charity;
- 2.13 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.14 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 2.15 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.16 subject to Article 6, to employ paid or unpaid agents, staff or advisers;
- 2.17 to provide indemnity insurance as permitted by the Charities Act;
- 2.18 to enter into contracts to provide services to or on behalf of other bodies; to establish or acquire subsidiary companies;
- 2.19 to do anything else within the law which promotes or helps to promote the Objects

3 THE TRUSTEES

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 Trustees are appointed or co-opted by the Trustees.
- 3.3 The Trustees when complete consist of at least three, but shall not be subject to any maximum (unless otherwise determined by ordinary resolution). If any Trustee is a corporate body it must act through a named representative whose contact details are notified to the Trustees and there must be at least one individual Trustee.
- 3.4 A Trustee may not act as a Trustee unless he/she
 - 3.4.1 is a Member; and
 - 3.4.2 has signed a written declaration of willingness to act as a charity trustee of the Charity.

- 3.5 A Trustee shall serve for two consecutive terms each of three years and thereafter shall retire.
- 3.6 A retiring Trustee who is eligible under Article 3.4 may be reappointed for a further term of up to three years.
- 3.7 A Trustee's term of office as such automatically terminates if he/she:
- 3.7.1 ceases to be a Member;
 - 3.7.2 is disqualified under the Charities Act from acting as a charity trustee and/or under the Companies Act from acting as a director;
 - 3.7.3 is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - 3.7.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
 - 3.7.5 fails to discharge his duties as a Trustee for a continuous period of twelve months without a reason that is found acceptable to the other Trustees; or
 - 3.7.6 is removed by the Members.
- 3.8 The Trustees may at any time co-opt any individual who is eligible under Article 3.4 as a Trustee to fill a vacancy in their number or (subject to any maximum number permitted by Article 3.3) as an additional Trustee, but a co-opted Trustee holds office only for one year.
- 3.9 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Trustees.
- 4 TRUSTEES' PROCEEDINGS
- 4.1 A quorum at a meeting of the Trustees unless otherwise fixed by the Trustees is at least two or one third of the Trustees, whichever is greater.
- 4.2 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 4.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.4 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.5 Every Trustee has one vote on each issue but, in case of equality of votes, the chairman of the meeting has a second or casting vote.

- 4.6 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5 TRUSTEES' POWERS

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 5.2 To appoint a Chairman, a Treasurer, and other honorary officers from among their number.
- 5.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 5.4 To make standing orders consistent with the Articles and the Companies Act to govern proceedings at general meetings.
- 5.5 To make rules consistent with the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.6 To make regulations consistent with the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 5.7 To establish procedures to assist the resolution of disputes or differences within the Charity.
- 5.8 To exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members.

6 BENEFITS

- 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, and no Trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: Provided that nothing in this document shall prevent any payment in good faith by the Charity:

6.1.1 of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by his or her firm, when instructed by the Charity to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her firm, is under discussion.

6.1.2 of reasonable and proper remuneration for any services rendered to the Charity by any Member, officer or employee of the Charity who is not a Trustee.

- 6.1.3 of interest on money lent by any Member of the Charity or Trustee at a reasonable rate per annum.
- 6.1.4 of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100th part of the issued capital of that company.
- 6.1.5 of reasonable and proper rent for premises demised or let by any Member of the Charity or Trustee.
- 6.1.6 to any Trustee of reasonable out of pocket expenses.

7 CONFLICTS OF INTEREST

7.1 Subject to Article 7.2, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

- 7.1.1 declare the nature and extent of his or her interest before discussion begins on the matter;
- 7.1.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
- 7.1.3 not be counted in the quorum for that part of the meeting; and
- 7.1.4 be absent during the vote and have no vote on the matter.

7.2 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the matter giving rise to the conflict of interest and authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- 7.2.1 continue to participate in discussions leading to the making of a decision and/or to vote, or
- 7.2.2 disclose to a third party information confidential to the Charity, or
- 7.2.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or benefit or
- 7.2.4 refrain from taking any step required to remove the conflict

provided that no authorisation may be given under this Article 7.2 which will allow a Conflicted Trustee or a Connected Person to receive a benefit which is not authorised by Article 6 or the Companies Act.

8 RECORDS AND ACCOUNTS

8.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

8.1.1 annual returns;

8.1.2 annual reports; and

8.1.3 annual statements of account.

8.2 The Trustees must also keep records of:

8.2.1 all proceedings at meetings of the Trustees;

8.2.2 all resolutions in writing;

8.2.3 all reports of committees; and

8.2.4 all professional advice obtained.

8.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

9 MEMBERSHIP

9.1 The Charity must maintain a register of Members.

9.2 Membership is open only to the Trustees.

9.3 Membership is terminated if the Member concerned:

9.3.1 ceases to be a Trustee;

9.3.2 gives written notice of resignation to the Charity (provided that the number of Members shall not fall below two);

9.3.3 dies; or

9.3.4 is removed from Membership by resolution of the Trustees on the grounds that in their reasonable opinion the Member's continued Membership is harmful to the Charity (but only after notifying the Member in writing and considering the matter in light of any written representations which the Member concerned puts forward within fourteen days after receiving notice).

- 9.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.
- 9.5 Membership is not transferable.
- 10 GENERAL MEETINGS
- 10.1 Trustees in their capacity as Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).
- 10.2 General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 10.3 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least three or one third of the Members (whichever is greater).
- 10.4 The chairman at a general meeting shall be the chairman of the Trustees or in his absence some other Trustee nominated by the Trustees shall preside as chairman.
- 10.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 10.6 Every Member present in person or by proxy has one vote on each issue.
- 10.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 10.8 The Charity may (but need not) hold an AGM in any year.
- 10.9 Members being Trustees must annually:
- 10.9.1 receive the accounts of the Charity for the previous financial year;
 - 10.9.2 receive a written report on the Charity's activities;
 - 10.9.3 be informed of the retirement of those Trustees who wish to retire or who are retiring at the end of their term of office;
 - 10.9.4 appoint reporting accountants or auditors for the Charity;
- 10.10 Members may also from time to time
- 10.10.1 confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Charity; and
 - 10.10.2 discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

10.11 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.

10.12 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

11 LIMITED LIABILITY

11.1 The liability of Members is limited.

12 GUARANTEE

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £10 towards:

12.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;

12.2 payment of the costs, charges and expenses of winding up; and

12.3 the adjustment of rights of contributors among themselves.

13 INDEMNITY

13.1 Subject to the provisions of the Companies Act and the Charities Act every Trustee or other officer of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

14 COMMUNICATIONS

14.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

14.1.1 by hand;

14.1.2 by post; or

14.1.3 by suitable electronic means.

14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

14.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- 14.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- 14.3.2 two clear days after being sent by first class post to that address;
- 14.3.3 three clear days after being sent by second class or overseas post to that address;
- 14.3.4 immediately on being handed to the recipient personally; or, if earlier,
- 14.3.5 as soon as the recipient acknowledges actual receipt.
- 14.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 15 DISSOLUTION
- 15.1 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 to 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 that imposed on the Charity by Article 6, 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.
- 15.2 A final report and statement of account must be sent to the Commission.
- 15.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.
- 16 INTERPRETATION
- 16.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.
- 16.2 In the Articles, unless the context indicates another meaning:
- | | |
|-------------------|---|
| AGM | means an annual general meeting of the Charity; |
| the Articles | means the Charity's Articles of Association and 'Article' refers to a particular Article; |
| Chairman | means the chairman of the Trustees; |
| the Charity | means the company governed by the Articles; |
| the Charities Act | means the Charities Act 2011; |
| charity trustee | has the meaning prescribed by the Charities Act; |
| clear day | does not include the day on which notice is given or the day of the meeting or other event; |

the Commission	means the Charity Commission for England and Wales or any body which replaces it;
the Companies Act	means the Companies Acts 1985 to 2006;
Conflicted Trustee	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance), or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
Connected Person	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;
constitution	means the Memorandum and the Articles and any special resolutions relating to them;
custodian	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
electronic means	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
financial expert	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
financial year	means the Charity's financial year;
firm	includes a limited liability partnership;
indemnity insurance	has the meaning prescribed by the Charities Act
material benefit	means a benefit, direct or indirect, which may not be financial but has a monetary value;

Member and Membership	refer to company Membership of the Charity;
Memorandum	means the Charity's Memorandum of Association;
month	means calendar month;
nominee company	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
ordinary resolution	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power.;
the Objects	means the Objects of the Charity as defined in Article 1;
Resolution in writing	means a written resolution of the Trustees;
Secretary	means a company secretary;
special resolution	means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power.;
taxable trading	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
Trustee	means a director of the Charity and 'Trustees' means the directors but where a Trustee is a corporate body Trustee includes where appropriate the named representative of the Trustee;
written or in writing	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;
written resolution	refers to an ordinary or a special resolution which is in writing; and
year	means calendar year.

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

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