

**The Companies Act 2006**

**Private Company Limited by Guarantee and not having a Share Capital**

**Certificate of Passing of a Special Resolution**

**Of**

**Malaria No More United Kingdom**

**Company number: 06648679, Registered Charity number: 1126222**

**("the Charity")**

**Passed on 24 May 2018**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 the following resolutions were duly passed as special resolutions on 24 May 2018 by way of written resolution:

**SPECIAL RESOLUTIONS**

1. That the Memorandum of the Charity be incorporated in the Charity's Articles of Association as a schedule to the Articles
2. That Clause 1.1 of the Articles (Interpretation) be amended by the addition of the following wording at the end of the definition of "Memorandum":

*"as set out in the schedule to these Articles"*

3. That Clause 3 of the Memorandum as set out in the schedule to the Articles of Association (Objects) be amended by the addition of the following wording at the end of Clause 3:

*"Nothing in this memorandum, and in particular clause 8, shall authorise an application of the property of the charity for the purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005."*

4. That Clause 9.3(a) of the Charity's Articles of Association (Appointment and retirement of trustees) be amended by the deletion of the wording at Article 9.3(a) "there shall be no limit to the period for which a Trustee may serve as a Trustee" and the substitution of the following wording:

*"A Trustee may serve as a Trustee for a maximum of two consecutive periods and immediately following the sixth anniversary of her or her appointment, may not be re-appointed as a Trustee within twelve months after the termination of that appointment."*

Signed: .....

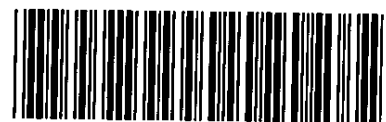
*Justine Frain*

Justine Frain (Chair)

Date: .....

*13 June 2018*

SATURDAY



A08 \*A788VV5F\* 16/06/2018 #79  
COMPANIES HOUSE

**Company number: 06648679**

**THE COMPANIES ACTS 1985 to 2006**

---

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

---

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**of**

**MALARIA NO MORE UNITED KINGDOM**

THE COMPANIES ACTS 1985 to 2006

---

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

---

ARTICLES OF ASSOCIATION

of

MALARIA NO MORE UNITED KINGDOM

---

**Schedule**

The provisions set out in Schedule 1 to these Articles, which formerly were part of the Memorandum of Association, shall apply as provisions of these Articles.

1. INTERPRETATION

1.1 In the Memorandum and in the Articles, unless the context indicates another meaning:

**"Annual General Meeting"**

means an annual general meeting of the Charity;

**"Applicable Charity Legislation"**

means the Charities Act 1993, including any statutory amendment, modification, re-enactment or substitution of that Act (including without limitation pursuant to the Charities Act 2006), and all subordinate legislation or regulation for the time being in force pursuant to it including without limitation any regulation in respect of charity accounts;

**"Articles"**

means these Articles of Association as originally adopted or as from time to time altered;

**"authorised representative"**

means an individual who is authorised by a Member organisation to act on its behalf at meetings of the Charity in accordance with Article 8.2 and whose name is given to the Secretary;

**"Chairman"**

means the Chairman of the Trustees appointed under Article 13;

**"the Charity"**

means the company called Malaria No More United Kingdom;

<b>“clear days”</b>	in relation to the period of a notice means that 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;
<b>“the Acts”</b>	means the Companies Acts 1985 and 1989 including any statutory amendment, modification, re-enactment or substitution of any of them (including without limitation pursuant to the Companies Act 2006) and any regulations made under any of them for the time being in force;
<b>“General Meeting”</b>	means a general meeting of the Charity;
<b>“Member”</b>	means an individual or organisation who is a member of the Charity for the purposes of the Acts;
<b>“Memorandum”</b>	means the Charity’s Memorandum of Association as set out in the schedule to these Articles
<b>“the Objects”</b>	means the Objects of the Charity as defined in clause 3 of the Memorandum;
<b>“Secretary”</b>	means the company secretary of the Charity (if any);
<b>“Trustee”</b>	means a director of the Charity;
<b>“United Kingdom”</b>	means England, Scotland, Wales and Northern Ireland.

1.2 Expressions defined in the Acts have the same meaning in these Articles.

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

## 2. MEMBERS AND PATRONS

2.1 The Members of the Charity are those persons listed in the Charity’s Register of Members.

2.2 Membership of the Charity is open to any individual interested in promoting the Objects who:

- (a) is prepared to act in the best interests of the Charity and to promote its charitable objects as set out from time to time in the Memorandum;
- (b) subject to Article 2.5(e), is a Trustee (or becomes one at the same time as becoming a Member);
- (c) applies to the Charity in the form required by the Trustees (if any); and
- (d) is approved by the Trustees.

2.3 Unless the Trustees otherwise determine by ordinary resolution of all the Trustees, a person is deemed to have applied for membership of the Charity, and that application is deemed to have been accepted by the Trustees, upon the appointment of that

person as a Trustee without any further formality (including, without limitation, signing the register of members or applying or consenting in writing to become a Member).

2.4 Membership of the Charity is not transferable.

2.5 Membership is terminated if the Member concerned:

- (a) not being a sole Member, gives seven clear days' written notice of resignation to the Charity; or
- (b) dies or (in the case of an organisation) ceases to exist; or
- (c) not being a Sole Member, fails to pay any subscription within three months after the date of due payment (but in such a case the Member may be reinstated on payment of the amount due); or
- (d) is removed from membership by resolution of the Trustees by reason of conduct inconsistent with membership of the Charity, provided that the Trustees must give the Member not less than fourteen clear days' notice of their intention to consider the resolution and invite the Member to submit written representations before a decision is made; or
- (e) ceases to be a Trustee unless that member is a sole Member in which case he or she may be a sole Member without being a Trustee for as long as he or she is a sole Member.

2.6 The Trustees may appoint Patrons of the Charity who shall have such duties as the Trustees may determine in agreement with the Patrons. Patrons shall be entitled to attend the Annual General Meeting of the Charity and such other meetings as the Trustees shall determine in consultation with the Patrons. Patrons shall not have voting rights and may not be Trustees.

### 3. **REGISTERS**

3.1 The Trustees must cause the following registers to be maintained and kept at the Registered Office of the Charity:

- (a) a Register of Trustees;
- (b) a Register of Members;
- (c) a Register of the interests of the Trustees in debentures of the Charity; and
- (d) a Register of Patrons.

### 4. **GENERAL MEETINGS**

4.1 The Charity must hold a general meeting in each year as its Annual General Meeting at such time and place as the Trustees appoint and must specify the meeting as such in the notice calling it. Not more than fifteen months may elapse between the date of one Annual General Meeting of the Company and that of the next, provided that so long as the Charity holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year.

- 4.2 The Annual General Meeting is held for the following purposes:
- (a) to receive from the Trustees a full statement of account;
  - (b) to receive from the Trustees a report of the activities of the Charity since the previous Annual General Meeting;
  - (c) to accept the retirement of those Trustees who are due to retire at the Meeting;
  - (d) to elect Trustees to fill vacancies arising;
  - (e) to appoint the Charity's auditors; and
  - (f) to transact such other business as may be brought before it.
- 4.3 The Trustees may, whenever they think fit, call a General Meeting and General Meetings must also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by the Acts. If at any time there are not sufficient Trustees to form a quorum, any Trustee or any Member may call a General Meeting.
- 4.4 General meetings must be attended in person or by proxy unless, in the case of an General Meeting which is not an Annual General Meeting, the Members for sufficient reason agree to participation under Article 4.5.
- 4.5 Subject to Article 4.4, any Member may participate in a General Meeting by means of conference telephone or other communications equipment which permits each participant to hear each of the other participants addressing the meeting and, if he or she wishes to do so, to address all the other participants simultaneously. Participation in the meeting in this manner constitutes presence of the person at the meeting and entitles any Member so present to vote and count in the quorum. Such a meeting shall be regarded as taking place where the largest number of the group of those participating is or, if there is no such largest number, where the Chairman is for that meeting.
- 5. NOTICE OF GENERAL MEETINGS**
- 5.1 A General Meeting called for the passing of a Special Resolution must be called by at least fourteen clear days' notice in writing, but a general meeting may be called by shorter notice if it is so agreed:
- (a) in the case of an Annual General Meeting, by all Members entitled to attend and vote at the Meeting or by such other majority as is permitted by the Acts from time to time; and
  - (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote together representing not less than 90 per cent of the total voting rights at the meeting of all the Members or by such other majority as is permitted by the Acts from time to time.
- 5.2 The notice must specify:
- (a) the time of the meeting;
  - (b) the place of the meeting, and, in the case of a meeting under Article 4.5, the contact details for the meeting;

- (c) the general nature of that business to be transacted;
- (d) that the Member has the right to appoint a proxy; and
- (e) in the case of an Annual General Meeting, the meeting as such.

5.3 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, does not invalidate the proceedings at that meeting.

## **6. PROCEEDINGS AT GENERAL MEETINGS**

6.1 No business may be transacted at any general meeting unless there is a quorum present. Three Members or authorised representatives, present in person or by proxy, are a quorum. If, however, the purpose of the General Meeting is to appoint one or more Trustees pursuant to their powers to do so under the Acts because there are fewer than three Trustees, then the quorum for the transaction of business at that meeting shall be one or more Members for that sole purpose.

6.2 The Chairman, if any, of the Trustees shall preside at a general meeting of the Charity, or if there is no such Chairman, or if he or she is not present within fifteen minutes after the time appointed for holding the meeting or is not willing to act, the Trustees must choose one of themselves to be Chairman of the meeting.

6.3 Except where otherwise provided by these Articles or the Acts, every issue is to be decided by a majority of the votes cast.

6.4 The Chairman may, with the consent of a 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 transacted at an adjourned meeting other than business which might have been properly transacted had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice must be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it is not necessary to give any notice.

6.5 A resolution put to the vote of a meeting must 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 Acts a poll may be demanded:

- (a) by the Chairman; or
- (b) by at least two Members present in person or by proxy and having the right to vote at the meeting; or
- (c) by a Member or Members present in person or by proxy and representing not less than one-tenth of the Members having the right to vote at the meeting.

6.6 Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- 6.7 The demand for a poll may be withdrawn before the poll is taken, but only at the consent of the Chairman. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll was made.
- 6.8 Except as provided in Article 6.10, if a poll is duly demanded it must be taken as the Chairman directs and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
- 6.9 A poll demanded on the election of a Chairman, or on a question of adjournment, must be taken immediately. A poll demanded on any other question must be taken either immediately or at such time and place as the Chairman of the meeting directs not being more than thirty days after the poll is demanded. The demand for a poll does 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 may continue as if the demand had not been made.
- 6.10 A written resolution signed by all those entitled to vote at a general meeting or as may otherwise be permitted by the Acts is as valid as a resolution actually passed at a general meeting. For this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature.
- 6.11 If at any general meeting any votes are counted which ought not to have been counted, or might have been rejected, the error shall not invalidate the results of the voting unless it is pointed out at the same meeting, and not in that case unless, in the opinion of the Chairman of the meeting, it is of sufficient magnitude to invalidate the result of the voting.

## **7. VOTES OF MEMBERS**

- 7.1 Every Member present in person or by proxy has one vote.
- 7.2 No Member may exercise his or her vote at any general meeting unless all moneys then payable by him or her to the Charity have been paid.
- 7.3 An instrument appointing a proxy must be in writing executed by or on behalf of the appointor and may be in any form which is usual or which the Trustees may approve. A proxy need not be a Member of the Charity.
- 7.4 An instrument appointing a proxy and any authority under which it is executed (or such copy of the instrument or the authority or both as the Trustees may approve) must:
- (a) be deposited at the registered office of the Charity; or
  - (b) at such other place within the United Kingdom as is specified in the notice convening the meeting;

not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty four hours before the time appointed for the taking of the poll, and in default the instrument of proxy is not, unless otherwise determined by a resolution of the Trustees, valid.



- 7.5 All references to periods of time in Article 7.4 shall not include any day that is a Saturday, Sunday, public holiday or bank holiday in England.

## **8. CORPORATIONS AS MEMBERS OR TRUSTEES**

- 8.1 Corporations may not be Members or Trustees of the Charity.
- 8.2 Pursuant to section 323 of the Companies Act 2006, a corporate entity, if it is a member of the Charity, may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of member of the Company. Any person so authorised shall be entitled to speak at that meeting, to vote by way of a show of hands and on a poll and generally to exercise the same powers on behalf of the corporate entity which he represents as that corporate entity could exercise if it were an individual member of the Company.

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

- 9.1 (a) The number of Trustees must not be less than three and not more than fifteen.
- (b) No person may be a Trustee unless he or she is also a Member except where that person is a sole Member in which case he or she may be a sole Member without being a Trustee for so long as he or she is a sole Member.
- (c) Malaria No More Fund, a United States Charity (EIN 20-5664575) shall have the right to appoint one Trustee. Such a Trustee shall not be subject to the provisions of Article 9.3 but shall be replaced or removed at the discretion of Malaria No More.
- 9.2 (a) Subject to Article 9.1, the Trustees may appoint any person to be a Trustee (not being a person appointed as a Trustee pursuant to Clause 9.2(b)), either to fill a vacancy or as an addition to the existing Trustees, but so that the total number of Trustees does not at any time exceed the maximum number fixed in accordance with these Articles. Any Trustee so appointed shall hold office only in accordance with the provisions of Article 9.3;
- (b) Subject to Article 9.1, the Trustees may appoint a person to be a Trustee on a temporary basis provided that the duration of that appointment may not exceed the period of one year. No person so appointed may be re-appointed as a Trustee under this Article 9.2(b) within twelve months after the termination of that appointment.
- 9.3 (a) Each Trustee shall retire from office at the Annual General Meeting immediately following the third anniversary of his or her appointment (or re-appointment as the case may be) as a Trustee. Subject to these Articles, a Trustee may serve as a Trustee for a maximum of two consecutive periods and immediately following the sixth anniversary of his or her appointment, may not be re-appointed as a Trustee within twelve months after the termination of that appointment.
- (b) If a Trustee is to retire but the fact of that retirement would mean either that the provisions of Article 9.1(a) would be breached or that a quorate meeting of Trustees could not be convened, then that Trustee shall be deemed not to have retired for the purposes of appointing new Trustees or facilitating the re-

election of Trustees (including maintaining status as a Member) until such time as sufficient Trustees have been appointed or re-elected. If more than one Trustee is to retire in such circumstances then the Trustees who are to continue in office for these purposes shall be determined by lot.

- (c) No retiring Trustees shall be eligible for re-election unless, not less than two days before the date appointed for the meeting, there shall have been left at the registered office of the Company written notice of his or her intention to stand for re-election as Trustee, signed by the retiring Trustee. For the avoidance of doubt, an email to the company secretary shall be sufficient notice for this purpose.
- (d) No person other than a Trustee retiring at the meeting shall, unless recommended by a simple majority of the Trustees, be eligible for election to the office of Trustee at any general meeting unless, not less than three nor more than twenty one days before the date appointed for the meeting, there shall have been left at the registered office of the Company notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his or her intention to propose such person for election, and also notice in writing signed by that person of his or her willingness to be elected. For the avoidance of doubt, an email to the company secretary shall be sufficient notice for these purposes.
- (e) In respect of a retiring Trustee (and if there shall be more than one retiring trustee, in respect of each retiring trustee in immediate sequence in alphabetical order of surname followed, if necessary, by alphabetical order of forename), the Trustees then present and voting may by ordinary resolution determine:
  - (i) that they do not wish to appoint a person to be a Trustee in the context of the trusteeship vacated by the retiring Trustee, in which case neither the retiring Trustee nor any other person shall be eligible for re-election, or election, as appropriate, in respect of the vacated trusteeship;
  - (ii) that they do wish to appoint a person to be Trustee in the context of the trusteeship vacated by the retiring Trustee, in which case:
    - (A) if the retiring Trustee has put himself or herself forward for re-election in accordance with these Articles, the Trustees shall determine by ordinary resolution and in the following order:
      - (I) if the retiring Trustee should be re-elected as a Trustee; and
      - (II) if not, if some other person, having put himself or herself forward for his or her election as a Trustee in accordance with these Articles, should be elected to fill the vacated trusteeship; and
    - (B) if the retiring Trustee has not put himself or herself forward for re-election in accordance with these Articles, if some other person having put himself or herself forward for re-election as a Trustee in accordance with these Articles should be elected to fill the vacated trusteeship.

- (f) When any Trustee retires at a general meeting, that retirement shall not have effect until the end of the relevant general meeting, so that the relevant retiring Trustee may vote on the election or re-election of all other Trustees or prospective Trustees that takes place at the general meeting, provided that:
    - (i) no Trustee may vote on his or her own election or re-election; and
    - (ii) each Trustee shall absent himself or herself from the meeting while his or her election or re-election is being discussed and/or voted on.
  - (g) Each newly elected prospective Trustee or re-elected Trustee at a general meeting shall be so elected or re-elected, as appropriate, with effect from the end of that general meeting at which they were so elected or re-elected, as appropriate.
  - (h) The Charity may from time to time by Ordinary Resolution increase or reduce the number of Trustees, and may also determine in what rotation the increased or reduced number is to go out of office.
- 9.4 The Charity may by ordinary resolution, of which special notice has been given in accordance with Section 312 of the Companies Act 2006, remove any Trustee before the expiry of his or her period of office notwithstanding anything in these Articles or in any agreement between the Charity and the Trustee.
- 9.5 The Charity may by ordinary resolution appoint another person in place of a Trustee removed from office under Article 9.4. Without prejudice to the powers of the Trustees under Article 9.2, but subject to Article 9.1, the Charity may in general meeting appoint any person to be a Trustee either to fill a casual vacancy or as an additional Trustee.
- 9.6 No Trustee shall be obliged to resign as a Trustee or be ineligible for re-appointment as a Trustee by reason only of his or her having reached any particular age. No person may be appointed as a Trustee unless he or she is a natural person who has attained the age of 18.
- 9.7. Each Trustee waives any right he or she has for compensation for loss of office as a Trustee as a result of his or her removal as a Trustee for any reason, including without limiting the general sense of these Articles because he or she has ceased to be a Member.

## **10. TERMINATION OF OFFICE OF TRUSTEE**

- 10.1 A person ceases to be a Trustee as soon as:
- (a) that person ceases to be a director by virtue of any provision of the Acts or that person is disqualified under Applicable Charity Legislation, including without limitation under section 72 of the Charities Act 1993, from acting as a charity trustee or he or she is otherwise prohibited by law from being a director or a Trustee;
  - (b) a bankruptcy order is made against that person;
  - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a trustee and may remain so for more than three months;
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) notification is received by the company from the Trustee that the Trustee is resigning or retiring from office, and such resignation or retirement has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when the notice is to take effect);
- (g) that person ceases to be a member of the Company;
- (h) that person is removed from office by a resolution duly passed under s168 of the 2006 Act; or
- (i) that person has been absent without permission of the Trustees from four consecutive meetings of the Trustees and the Trustees resolve that his or her office be terminated.

## **11. POWERS AND DUTIES OF THE TRUSTEES**

11.1 Subject to the provisions of the Acts, the Memorandum and the Articles and to any directions given by special resolution, the operations of the Charity shall be managed by the Trustees who may exercise all the powers of the Charity. No alteration of the Memorandum or the Articles and no such direction is to be treated as invalidating any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given.

11.2 The Trustees must cause minutes to be kept of:

- (a) all appointments of officers made by the Trustees; and
- (b) all proceedings at meetings of the Charity, of the Trustees and of any committees appointed under Article 13, including the names of the persons present at each meeting.

Any such minutes, if signed by the Chairman of that meeting or by the Chairman of the next succeeding meeting, are sufficient evidence without any further proof of the facts stated in those minutes.

11.3 Records must be kept for at least 10 years of:

- (a) all minutes referred to in Article 11.2; and
- (b) all written resolutions whether passed in accordance with Article 6.11 or Article 13.10.

## **12. BORROWING POWERS**

12.1 The Trustees may exercise all the powers of the Charity to borrow money, and to mortgage or charge its undertaking and property, or any part of its undertaking or

property, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Charity or of any third party.

### **13. PROCEEDINGS OF TRUSTEES**

- 13.1 Subject to the provisions of the Articles, the Trustees may regulate their meetings as they think fit. A Trustee may, and the Secretary at the request of a Trustee must, call a meeting of the Trustees. Not less than 48 hours' notice of Trustees' meetings must be given to all Trustees including those Trustees for the time being absent from the United Kingdom. Questions rising at any meeting must be decided by a majority of votes. In the case of an equality of votes the Chairman has a second or casting vote. Meetings may be held by email or any other appropriate form of communication that the trustees choose from time to time.
- 13.2 The quorum at a meeting for the transaction of the business of the Trustees is three or one third of the Trustees (whichever is the higher) although all the Trustees may fix a higher quorum by simple majority resolution.
- 13.3 The Trustees must appoint one of themselves to be Chairman of their meetings. If at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the Trustees present may choose one of themselves to be Chairman of the meeting.
- 13.4 Any Trustee or member of a committee of the Trustees may participate in a meeting of the Trustees or such committee by means of conference telephone or other communications equipment which permits each participant to hear each of the other participants addressing the meeting and, if he or she wishes to do so, to address all the other participants simultaneously. Participation in the meeting in this manner constitutes presence of the person at the meeting and entitles any Trustee or member of a committee of the Trustees so present to vote and count in the quorum. Such a meeting shall be regarded as taking place where the largest number of the group of those participating is or, if there is no such largest number, where the Chairman is for that meeting.
- 13.5 The Trustees may delegate any of their powers to committees consisting of such Trustees and other persons as they think fit, provided that each committee must always have at least one Trustee in its membership; any committee so formed must conform to any regulations that may be imposed on it by the Trustees. All acts, decisions and proceedings of such committees must be reported in due course to the full body of Trustees.
- 13.6 A committee may elect a Chairman of its meetings, who must be a Trustee. If no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the committee members present may choose one of themselves to be Chairman of the meeting.
- 13.7 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting must be determined by a majority of votes of the committee members present, and in the case of an equality of votes the Chairman has a second or casting vote.
- 13.8 The Trustees may act notwithstanding any vacancies in their number but if their number is reduced below the number fixed as the quorum for Trustees, the continuing Trustee or Trustees may only act as Trustees to admit persons to

membership of the Charity, fill vacancies in the Trustees or summon a general meeting.

- 13.9 All acts done by any meeting of the Trustees or a committee of Trustees, or by any person acting as a Trustee, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or committee member or person acting as a Trustee, or that any of them were disqualified from holding office, are as valid as if every such person had been duly appointed and was qualified to be a Trustee.
- 13.10 A resolution in writing signed and dated by all the Trustees entitled to vote on it or as may otherwise be permitted by the Acts from time to time is as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held. The resolution may be contained in one document or in several documents each stating the terms of the resolution accurately and signed and dated by one or more Trustees. The resolution is to be treated as passed at the date of the last signature.
- 13.11 Pursuant to Section 175 of the Companies Act 2006 (once implemented) a Director must avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict with the interests of the company, including but not limited to the exploitation of any property, information or opportunity notwithstanding that the company cannot take advantage of such property, information or opportunity. Pursuant to Section 175(5)(b) of that Act, the Directors may authorise such a conflict of interest provided that any Director having such a conflict of interest shall not vote or count in the quorum in respect of any resolution of the Directors authorising his conflict of interest.
- 13.12 The Trustees may appoint an Advisory Board (which shall not be a committee appointed pursuant to Clause 13.5) to advise it on such matters relating to the operations or proposed operations of the Charity as the Trustees think fit. Any such Advisory Board shall be composed of such individuals as the Trustees in their absolute discretion deem appropriate. Any Advisory Board must conform to any regulations that may be imposed upon it by the Trustees. The Trustees may take account, or decide not to take account, of the determinations of the Advisory Board at their absolute discretion.

#### **14. THE SECRETARY**

- 14.1 Subject to the provisions of the Acts the Secretary may be appointed by the Trustees for such term and upon such conditions as the Trustees determine and any Secretary so appointed may be removed by the Trustees. The Secretary is not required to be, but may be, a Trustee. Subject to the provisions of Clause 5 of the Memorandum, the Secretary may be paid a reasonable remuneration for his or her services as Secretary and such payment shall not be deemed to be payment to a Trustee for services rendered in the capacity of Trustee to the extent that such payment relates exclusively to the provision of services as Secretary.

#### **15. ACCOUNTS AND TRUSTEES' REPORT**

- 15.1 The Trustees must ensure that proper books of account are kept in accordance with the provisions of the Acts with respect to:-
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
  - (b) the assets and liabilities of the Charity; and

- (c) all those matters required by the Acts to be shown in the accounts of the Charity.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Charity's affairs and to explain its transactions.

- 15.2 The books of account must be kept at the registered office of the Charity or, subject to the Acts, at such other place or places as the Trustees think fit, and must always be open to the inspection of the Trustees.
- 15.3 The Trustees must from time to time arrange for such profit and loss accounts, balance sheets and Trustees' reports as are provided for in the Acts to be prepared and laid before the Charity in general meeting.
- 15.4 Subject to the provisions of the Acts, Applicable Charity Legislation and any other applicable legislation, and any regulations made under any of them, a copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of the Auditor's Report (if any), must be sent to every member, and every holder of debentures, of the Charity, not less than fourteen days before the date of the meeting, provided that this Article shall not require a copy of those documents to be sent to any person the address of whom the Company is not aware.

#### **16. TRUSTEES' EXPENSES**

- 16.1 The Trustees may be reimbursed by the Charity for all reasonable expenses incurred by them in the proper discharge of their duties as Trustees upon submission to the Charity in writing of evidence satisfactory to the Charity that such expenses were actually and properly incurred.

#### **17. AUDIT**

- 17.1 Unless exempt under the provisions of the Acts, Applicable Charity Legislation or any other applicable legislation, and any regulations made under any of them, from the obligation to do so, the Charity must appoint Auditors and regulate their duties in accordance with the Acts.

#### **18. NOTICES**

- 18.1 Any notice required to be given under the Articles must be in writing and, in the case of a notice given by the Charity, must be given by the Secretary or a Trustee on behalf of the board of Trustees and, in the case of a notice given to the Charity must be deposited at the registered office of the Charity. All such notices may be given either personally or by pre-paid first class post or facsimile transmission or by electronic-mail or by any other electronic means.
- 18.2 A Member present in person or by proxy at any meeting of the Charity is deemed to have received notice of the meeting and, where required, of the purpose for which it was called.
- 18.3 The address for service of the Charity is the registered office.

18.4

- (a) Subject to Article 18.5(a), the address for service of Members is the address recorded in the Register of Members.
- (b) Subject to Article 18.5(b), the address for service to a Trustee is the address given by that Trustee to the Secretary from time to time for that purpose in default of which that address shall be the last address for that Trustee filed with the Registrar of Companies.

#### 18.5

- (a) Any Member, whose address recorded in the Register of Members is outside the United Kingdom, who from time to time gives to the Secretary an address within the United Kingdom or an electronic-mail address at which notice may be served on him or her is entitled to have notice served on him or her at that address.
- (b) Any Trustee whose address notified to the Secretary is outside the United Kingdom, who from time to time gives to the Secretary an address within the United Kingdom or an electronic mail address at which notice may be served on him or her as entitled to have notice served on him or her at that address.

#### 18.6 Notice is deemed duly served:

- (a) in the case of personal service, at the time of delivery;
- (b) in the case of service by post to an address within the United Kingdom, the Isle of Man or the Channel Islands, two clear business days after the date of posting;
- (c) in the case of service by post to an address outside the United Kingdom, the Isle of Man or the Channel Islands, five clear business days after the date of posting;
- (d) in the case of service by facsimile transmission, at the time of completed confirmation from the sender's fax machine of complete transmission;
- (e) in the case of service by electronic-mail, the day on which it is transmitted without receipt by the sender within 12 hours of any "bounce back" or notice of failure of complete transmission;

and for these purposes a "business day" shall mean a day that is a Monday to Friday inclusive that is not a Public Holiday or a Bank Holiday in England.

#### 18.7 Notice of every general meeting shall be given to:-

- (a) every Member;
- (b) the auditor (if any) for the time being of the Charity; and
- (c) every Trustee.

No other person shall be entitled to receive notices of general meetings.

#### 18.8 Proof that:



---

(a) an envelope containing a notice was properly addressed, prepaid and posted by first class post; or

(b) a facsimile or electronic-mail transmission setting out that the terms of the notice was properly addressed and despatched;

is conclusive evidence that the notice was given.

**19. SURPLUS ASSETS UPON WINDING UP**

19.1 Clause 8 of the Memorandum shall have effect as if its provisions were repeated in the Articles.

## **Schedule – Memorandum**

### **1. NAME**

The Company's name is Malaria No More United Kingdom (the "**Charity**").

### **2. REGISTERED OFFICE**

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

### **3. OBJECTS**

The Objects for which the Charity is established ("the Objects") are to:

1. promote and protect the physical and mental health of sufferers of malaria through the provision of financial assistance, support, education and practical advice;
2. preserve the health of poor people in Africa at risk of contracting malaria; and
3. advance the education of the general public in all areas relating to malaria.

Nothing in this memorandum, and in particular clause 8, shall authorise an application of the property of the charity for the purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.

### **4. POWERS**

In furtherance of these Objects but not further or otherwise the Charity shall have the following powers:

- (a) To provide and to promote the provision of care, treatment and education of people with malaria and to secure for them provision commensurate with their needs.
- (b) To provide advice and support to the families and carers of people with malaria.
- (c) To provide education, advice and support to poor people at risk of contracting malaria and to provide services commensurate with their needs.
- (d) To provide advice and support to organisations involved in public health work in areas where malaria is widespread.
- (e) To raise public awareness regarding malaria and the problems and circumstances of people with malaria and their families and carers.
- (f) To prepare educational materials and conduct educational activities.
- (g) To make grants to, support and assist charitable institutions and to purchase,

acquire or undertake all or any of the property, liabilities and engagements of such charitable institutions as the Charity may decide from time to time.

- (h) To enter into agreements and engagements with authors, actors, dancers, producers, lecturers, teachers, artists, composers, directors, designers, creators, technicians, consultants and other persons and retain advisers and to reimburse such persons and advisers by reasonable and proper salaries or fees.
- (i) To procure to be written and print, publish, issue, circulate or otherwise disseminate gratuitously or otherwise, reports, periodicals, books, pamphlets, leaflets and other literature in whatever media.
- (j) To conduct and sponsor forums, lectures, debates and similar programmes.
- (k) To purchase, acquire and obtain interests in the copyright of or other rights in any material.
- (l) To enter into agreements with composers, authors, playwrights and others for the acquisition of any rights in any cultural and educational musical and artistic works and sound broadcasting companies or corporations and others for the presentation productions and performance of any such work or works.
- (m) To assign, licence or otherwise deal in intellectual property and other rights.
- (n) To take and accept any gifts of property of any description, whether subject to any special trusts or not, for the purposes of the Charity.
- (o) To invite and receive grants, donations, public funding and contributions from any person or persons whatsoever and otherwise to raise funds provided that the Charity may only carry on trading activities as expressly permitted in this Memorandum.
- (p) To inform and educate the public concerning the actual and potential need for promotion of the above Objects and the best means of meeting those needs.
- (q) To make reasoned responses to proposed legislation or other government measures affecting the above Objects.
- (r) To publicise information and to inform public opinion and political debate and to give advice and information to members of the public local and central governments, regulatory organisations, industry and commerce both in UK and broad to the extent that it is directly relevant to the Objects of the Charity.
- (s) To collect, analyse, evaluate and make available such information, research and other data as may advance the above Objects and to carry out research (and make the same publicly available).
- (t) To collect or make libraries of or otherwise make available such books, monographs, pamphlets, films, tapes, slides, records, discs, papers, journals, magazines and other publications.
- (u) To undertake and execute any charitable trusts.
- (v) To establish, promote, assist financially or otherwise, lend to, co-operate or federate with, affiliate or become affiliated to, act as trustees, agents or managers for, transfer property, liabilities or any authorised activity of the

Charity, make gifts in kind to, and otherwise deal with charitable companies, trusts, societies and other associations.

- (w) To carry on fundraising and educational events of any nature, including without limitation, electronic performances and online events.
- (x) To co-operate with manufacturers, dealers, traders, the press and other sources of publicity for the purpose of promoting the above Objects.
- (y) To conduct and defend litigation.
- (z) To open and operate bank accounts and other facilities for banking in the name of the Charity and subject to such consents as may be required by law from time to time and subject as hereinafter provided, to borrow or raise money, and to execute and issue security as the Charity shall think fit, including in respect of loans and grants, and including mortgages, charges or securities over the whole or any part of its assets, present or future.
- (aa) To lend money and give credit to, and to take security for such loans or credit.
- (bb) To draw, accept, endorse, issue or execute promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable or mercantile instruments.
- (cc) To invest the moneys of the Charity not immediately required for the furtherance of its Objects in or upon such investments, securities or property as may be thought fit and to delegate the investment of such monies to such appropriately qualified persons as the Charity shall think fit.
- (dd) To permit any investments of the Charity to be held in the name of any clearing bank, trust corporation or any stockbroking company which is a member of the Stock Exchange (or any subsidiary of such a stockbroking company) as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such.
- (ee) Subject to such consents as may be required by law from time to time to purchase, lease, hire or otherwise acquire and to sell, let, licence, mortgage, dispose of, turn to account, grant security over, and otherwise deal with real and personal property (including without limitation intellectual property of any kind) and any rights or privileges to promote the Objects of the Charity, and to maintain, construct, alter, pull down and convert buildings;
- (ff) Subject to the provisions of Clause 5 of this Memorandum, to employ staff, and as employers of staff to make all reasonable and necessary provision for the payment of salaries and bonuses (whether or not discretionary) and for the payment of superannuation and pensions to or on behalf of employees and their spouses, widows, widowers and other dependants.
- (gg) To indemnify its Trustees, officers, staff, voluntary workers and members from and against all such risks incurred in the course of their duties as may be thought fit and, so far as the law may from time to time allow.
- (hh) To provide indemnity insurance to cover the liability of the Trustees which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty, of which they may be guilty, in relation to the Charity; Provided that any such insurance shall not extend to:

- (i) any claim arising from any act or omission which:
  - (A) the Trustees knew to be a breach of trust or breach of duty; or
  - (B) was committed by the Trustees in reckless disregard of whether or not it was a breach of trust or breach of duty; and
- (ii) the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Charity.
- (ii) To carry on any trade or business within the Objects of the Charity which can in the opinion of the Charity be advantageously carried on in fulfilment of the Charity's Objects and to carry on any trade or business which is ancillary to any such trade or business.
- (jj) To carry on any trade or business not falling within Power (ii) above to the extent permitted by applicable law from time to time and to the extent that it does not amount to taxable trading. For these purposes taxable trading means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax.
- (kk) To pay out of the funds of the Charity the costs of forming and registering the Charity.
- (ll) To reimburse the Trustees and officers of the Charity for all reasonable expenses incurred by them in the proper discharge of their duties as Trustees or officers of the Charity.
- (mm) To establish, acquire and hold shares in any body corporate, firm, partnership or limited liability partnership for the purposes of that body corporate, firm, partnership or limited liability partnership carrying out any lawful trade, business or activity.
- (nn) To do all such other lawful things as may further the attainment of the Objects of the Charity.

## 5. MEMBERS' AND TRUSTEES' INTERESTS

The income and property of the Charity shall be applied solely towards the promotion of its Objects as set forth in this Memorandum of Association, and no portion shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Trustees or Members of the Charity; and no Trustee or Member of the Charity shall be appointed to any office of the Charity paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Charity; provided that nothing herein shall prevent any payment in good faith by the Charity:-

(a) of reasonable and proper remuneration to:-

- (i) any Trustee or Member for any services rendered to the Charity other than in his or her capacity as a Trustee (but otherwise whether or not in his or her capacity as a solicitor, accountant, surveyor or other person engaged in any profession);
- (ii) any body corporate, firm, partnership, limited liability partnership or

other body or organisation of which a Trustee or Member is a member, shareholder, partner, director or employee ("**Organisation**") for any services rendered to the Charity;

in each case, on the condition that:-

- (A) that Trustee or Member shall not be entitled to vote on a resolution or attend any part of a meeting concerning the terms concerning his or her appointment or the appointment of the relevant Organisation for the provision of services or on any payment made or to be made to him or the relevant Organisation;
  - (B) no resolution relating to payments to that Trustee or Member or any relevant Organisation shall be effective unless it is passed at a meeting at which there is present a quorum which consists only of persons not remunerated at that time under this Clause 5(a) and persons who are not a member, shareholder, partner, director or employee of a relevant Organisation; and
  - (C) at no time shall a majority of the Trustees benefit under this provision;
- (b) of interest at a reasonable and proper rate on money lent by any Member or by a Trustee;
  - (c) of reasonable and proper rent or consideration for premises demised, let or sold to the Charity by any Member or Trustee;
  - (d) to any Member or Trustee in respect of reasonable out-of-pocket expenses;
  - (e) of any premium in respect of any indemnity insurance to cover the liability of the Trustees and/or Members which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity; Provided that any such insurance shall not extend to:
    - (i) any claim arising from any act or omission which:
      - (A) the Trustees knew to be a breach of trust or breach of duty; or
      - (B) was committed by the Trustees in reckless disregard of whether or not it was a breach of trust or breach of duty; and
    - (ii) the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees; and
  - (f) of any loans, grants, donations or any other kind of financial assistance to any individual, group of individuals, partnership, limited liability partnership, body corporate, local authority or other public body other than a Trustee who or which conducts or promotes any activity that furthers the Objects of the Charity.

## **6. LIMITED LIABILITY**

The liability of the Members is limited.

7. **GUARANTEE**

Every Member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) 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.

8. **SURPLUS ASSETS UPON WINDING UP**

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 charity or charities having an Objects similar to the above 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 Clause 5 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 Objects.

9. **INDEMNITY**

Subject to the provisions of the Acts, but without prejudice to any other indemnity to which he or she may otherwise be entitled, each person who is a director, alternate director or secretary of the Charity shall be indemnified out of the assets of the Charity against all costs, charges, losses and liabilities incurred by him or her in the proper execution of his or her duties or the proper exercise of his or her powers, authorities and discretions including, without limitation, a liability incurred:

- a) defending proceedings (whether civil or criminal) in which judgment is given in his or her favour or in which he or she is acquitted, or which are otherwise disposed of without a finding or admission of material breach of trust or duty on his or her part; or
- b) in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, or breach of trust or duty in relation to the affairs of the Charity.

10. **INTERPRETATION**

Words and expressions in this Memorandum that are defined in the Articles shall have the same meanings as in the Articles unless the context otherwise requires.

WE, the subscribers to the Memorandum of Association of the Charity, wish and agree to be bound by these Articles of Association with respect to the Charity.

NAMES AND ADDRESSES OF SUBSCRIBERS		SIGNATURE
Name	Address	Signature
Rebekah Wade	The Sun 1 Virginia Street Wapping London E98 1SN	WITNESS to the above signature  Signature:  Name:  Address:
Peter Chernin	2327 La Mesa Drive  Santa Monica  California 90402	WITNESS to the above signature  Signature:  Name:  Address:
Kevin Cahill	House boat 'Jenny' Thistleworth Marine Railshead Road Middlesex TW7 7BY	WITNESS to the above signature  Signature:  Name:  Address:

DATED the            day of            2008