

Memorandum and Articles of Association

Bristol Kenya Partnership

Company number: 6703197

Charity number:

Date of incorporation: 19 September 2008

Osborne Clarke

2 Temple Back East

Bristol

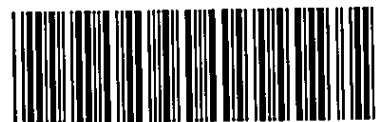
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Companies Acts 1985 to 2006

Company limited by guarantee and not having a share capital

Memorandum of Association of

Bristol Kenya Partnership¹

(as amended by written resolution passed on 18 June 2009)

1. Name

- 1.1 The name of the company is **Bristol Kenya Partnersip** (the "Charity").

2. Registered office

- 2.1 The registered office of the Charity is in England and Wales.

3. Objects

The objects of the Charity (the "Objects") are: .

- (a) The advancement of education
- (b) The advancement of health
- (c) The promotion of community participation in healthy recreation in particular by the provision of facilities for the playing of particular sports.
- (d) The advancement of education of the public in and appreciation of Kenyan arts, culture and heritage.
- (e) To further any charitable purpose for the benefit of socially and economically or socially disadvantaged communities, primarily in Kenya and Bristol, and to promote any charitable purpose and/or activities which will develop the capacity and skills of the community in such a way that they are better able to identify, and help meet, their needs and to participate more fully in society'.
- (f) Any other purpose that is charitable according to the law of England and Wales that the trustees in their absolute discretion see fit.

4. Powers

The Charity has the power to do anything within the law which may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Charity has the following powers:

¹ Name changed from "Kenya-Bristol" by written resolution dated 17 October 2008

- 4.1 To promote or carry out research.
- 4.2 To provide advice.
- 4.3 To publish or distribute information in any form.
- 4.4 To co-operate with other bodies.
- 4.5 To support, administer or set up other charities.
- 4.6 To raise funds.
- 4.7 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993).
- 4.8 To acquire, rent or hire property of any kind.
- 4.9 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993).
- 4.10 To make grants or loans of money and to give guarantees.
- 4.11 To set aside funds for special purposes or as reserves against future expenditure.
- 4.12 To deposit or invest funds in any manner (but to invest only after taking such advice as the Trustees consider is reasonably necessary from such person as is reasonably believed by the Trustees to be qualified to give it by his ability in and practical experience of financial and other relevant matters).
- 4.13 To delegate the management of investments to any person provided that:
 - (a) the investment policy is set out in writing by the Trustees;
 - (b) the performance of the investments is reviewed regularly with the Trustees;
 - (c) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (d) all payments due to the delegate are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt by the delegate; and
 - (e) the delegate must not do anything outside the powers of the Trustees.
- 4.14 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of any person to whom the management of investments is delegated and to pay any reasonable fee required.
- 4.15 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.

- 4.16 To insure the Trustees against the costs of a successful defence to criminal proceedings brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty.
- 4.17 Subject to clause 5, to employ paid or unpaid agents, staff or advisers.
- 4.18 To enter into contracts to provide services to or on behalf of other bodies.
- 4.19 To establish or acquire subsidiary companies.
- 4.20 To pay the costs of forming the Charity.
- 4.21 To open and operate bank accounts and banking facilities.
- 4.22 To solicit and accept grants, donations, endowments, gifts, legacies and bequests of any assets on any terms.
- 4.23 To enter into any licence or sponsorship agreement.
- 4.24 To enter into any contract or agreement (including any finance lease).

5. Benefits to Members and Trustees

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members of the Charity; but
 - (a) Members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - (b) Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - (c) Members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - (d) Members (including Trustees) may receive grants and other payments and distributions out of the property and funds of the Charity provided that any such grant, payment or distribution may only be applied by the Member to promote the Objects or such of the Objects as the Trustees shall determine in relation to the grant payment or distribution.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - (a) as mentioned in clauses 4.16, 5.1.(b), 5.1.(c), 5.1.(d) or 5.3;
 - (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

- (c) an indemnity in accordance with article 8 of the Charity's articles of association;
- (d) payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
- (e) in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

5.3 Any Trustee (or any firm, company or other entity of which a Trustee is a member, director or employee and in which he has a personal interest) may enter into a contract with the Charity to supply goods or services to the Charity in return for a payment or other material benefit but only if:

- (a) the goods or services are actually required by the Charity;
- (b) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services supplied and is set in accordance with the procedure in clause 5.4; and
- (c) no more than one half of the Trustees are subject to or affected by such a contract in any financial year.

5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:

- (a) declare an interest at or before discussion begins on the matter;
- (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting; and
- (d) withdraw during the vote and have no vote on the matter

provided that a Trustee shall not be treated as having a personal interest in any such matter solely by reason of his or her appointment as a Trustee by any member of the Charity which has an interest in such matter.

5.5 This clause may not be amended without the prior written consent of the Commission.

6. **Limited liability**

The liability of the members is limited.

7. **Guarantee**

Every Member promises, if the Charity is dissolved while he, she or it remains a Member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a Member.

8. Dissolution

8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by the Trustees (with the consent of all the Members) in the following ways:

- (a) by transfer to one or more other bodies established for exclusively charitable purposes which the Trustees in their absolute discretion consider are within, the same as or similar to the Objects; and (subject thereto)
- (b) directly for the Objects or charitable purposes within or similar to the Objects; and (subject thereto)
- (c) in such other manner consistent with charitable status as the Commission may approve in writing in advance.

8.2 A final report and statement of account must be sent to the Commission.

9. Interpretation

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

9.2 References to an Act of Parliament are references to the relevant Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

Names and addresses of subscribers	Signatures of Subscribers
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Oval Nominees Limited 2 Temple Back East Temple Quay Bristol BS1 6EG	
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	Jeremy Cavendish
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Ovalsec Limited 2 Temple Back East Temple Quay Bristol BS1 6EG	
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	K L Vicary
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Dated: 15 September 2008

Witness to the above signatures:

	Safeena Shabir
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Signature of Witness:

	2 Temple Back East
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Name:

	Temple Quay
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Address:

	Bristol BS1 6EG
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Occupation

	Legal PA
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Companies Acts 1985 to 2006

Company limited by guarantee and not having a share capital

Articles of Association of

Bristol Kenya Partnership

(as amended by written resolution passed on 17 October 2008)

1. Membership

- 1.1 The number of Members with which the Charity proposes to be registered is unlimited.
- 1.2 The Charity must maintain a register of Members.
- 1.3 The subscribers to the memorandum, the Trustees from time to time and such other individuals as the Trustees may admit as Members shall be the Members of the Charity.
- 1.4 Membership is terminated if the Member concerned
 - (a) gives written notice of resignation to the Charity; or
 - (b) dies or (in the case of an organisation) ceases to exist; or
 - (c) makes an arrangement or composition with his creditors or being a company goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency or has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets or a petition is presented or an order made or a resolution passed for its winding up; or
 - (d) is removed as a Member by the Trustees; or
 - (e) if a Trustee, he or she ceases to be a Trustee.
- 1.5 Membership of the Charity is not transferable.
- 1.6 The Trustees may admit such persons as they see fit as associate members in accordance with any criteria or rules set out by the Trustees from time to time, provided that associate members shall not be members for the purposes of the Act and accordingly such membership shall not bestow upon any associate member the right to attend or vote on any matter at any general meeting of the Charity.
- 1.7 The Trustees may appoint and remove any person or persons as a patron of the Charity and on such terms as they shall think fit.

2. General meetings

- 2.1 Members are entitled to attend general meetings either personally, by proxy or (in case of a Member organisation) by an authorised representative. In these Articles, attendance by an authorised representative will be deemed to be personal attendance by the Member by whom he or she is appointed. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed. 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.

Quorum

- 2.2 There is a quorum at a general meeting if 3 of the Members entitled to attend and vote at that meeting are present in person or through their authorised representatives or by proxy, or all the Members are present in person or through their authorised representatives or by proxy, whichever is the fewer
- 2.3 If within 15 minutes from the time appointed for the holding of a general meeting a quorum is not present, the meeting will be adjourned to such other day and at such time as the Board may determine. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting the Members present in person or through their authorised representatives or by proxy shall be a quorum.

Chair

- 2.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee elected by those present shall preside as chair at a general meeting. The chair may, with the consent of a meeting at which a quorum is present, and shall if so directed by the meeting, adjourn any meeting from time to time and from place to place as the chair shall determine.

Voting

- 2.5 A resolution put to the vote of a meeting will be decided on a show of hands unless before or upon the declaration of the result of the show of hands a poll is demanded by the chair or by at least two Members present in person or through their authorised representatives or by proxy.
- 2.6 Unless a poll is duly demanded a declaration by the chair that a resolution has been 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 shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 2.7 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

- 2.8 A poll shall be taken as the chair directs. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 2.9 A poll demanded on the election of a chair or on a question of adjournment will be taken forthwith. A poll demanded on any other question will be taken either forthwith 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 will not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was 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 will continue as if the demand had never been made.
- 2.10 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 2.11 On a show of hands or a poll every Member present in person or through their authorised representative or by proxy shall have one vote.

Written resolutions

- 2.12 A written resolution passed in accordance with the Act is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document). A written resolution passed under this Article will lapse if not passed before the end of six calendar months beginning with the circulation date (as defined in section 290 Companies Act 2006).
- 2.13 A general meeting may be called at any time by the Trustees and must be called in accordance with the terms of the Act within 21 days of a written request from the Members made in accordance with the provisions of the Act.
3. **The Trustees**
- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 The Board shall be composed of no fewer than 3 Trustees and such maximum number as the Board may determine from time to time. On appointment as a Trustee, a Trustee shall automatically become a member of the Charity.
- 3.3 Trustees appointed on incorporation or appointed before 1 September 2012 will hold office until 1 September 2012 and may be reappointed as Trustees after that date, unless and until he or she vacates office in accordance with article 3.6. Trustees appointed after that date shall serve for such terms as the Trustees from time to time determine.
- 3.4 The Trustees may from time to time resolve to appoint a person who is willing to act to be a Trustee, either to fill a vacancy or as an additional trustee. Such Trustees shall hold office in accordance with article 3.3.

- 3.5 The Members may from time to time resolve by ordinary resolution to appoint a person who is willing to act to be a Trustee. Such Trustees shall hold office in accordance with article 3.3.

Vacation of office

- 3.6 A Trustee's term of office automatically terminates if he or she:
- (a) is disqualified under the Charities Act 1993 from acting as a charity trustee;
 - (b) is incapable, whether mentally or physically, of managing his or her own affairs;
 - (c) is absent from three consecutive meetings of the Trustees without the consent of the Trustees;
 - (d) is removed as a Trustee pursuant to the Act;
 - (e) resigns by written notice to the Trustees (but only if at least 3 Trustees will remain in office);
 - (f) becomes bankrupt, has an interim receiving order made against him, makes any arrangement or compounds with his creditors generally or applies to the Court for an interim order in respect of a voluntary arrangement; or
 - (g) is convicted of an offence and the Trustees shall resolve that it is undesirable in the interests of the Charity that he or she remains a Trustee of the Charity.
- 3.7 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting of the Board.

4. Proceedings of the Board

- 4.1 The Trustees must hold at least four meetings of the Board each year.
- 4.2 The quorum necessary at a meeting of the Board shall be determined by the Board and unless and until otherwise determined shall be 3 or all the Trustees, whichever is fewer.
- 4.3 A meeting of the Board 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, save that the Board must meet in person at least once every calendar year.
- 4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present will preside as chair at each meeting.
- 4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all of the Trustees entitled to receive notice of a meeting of Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document).

- 4.6 Except for the chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5. Powers of Trustees

5.1 The Trustees have the following powers in the administration of the Charity:

- (a) if they see fit, to appoint (and remove) any person or corporate entity (who may also be a Trustee) to act as Secretary to the Charity in accordance with the Act;
- (b) to appoint a Chairman, Treasurer and other honorary offices from among their numbers;
- (c) to make standing orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings;
- (d) to make rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
- (e) to make regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity; and
- (f) to exercise any powers of the Charity which are not reserved to a general meeting.

Committees

5.2 The Board may delegate to any committee consisting of two or more individuals appointed by them any of their functions (including any powers or discretions) for such time and on such terms of reference as it thinks fit (including any requirement that a resolution of the committee shall not be effective unless a majority of those present when it is passed are Trustees or it is ratified by the Board) provided that:

- (a) all proceedings of every committee must be reported promptly to the Trustees; and
- (b) every committee must act in accordance with the terms of reference on which any function is delegated to it (but, subject to that, the proceedings of the committee will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying).

Steering Group

5.3 The Board may establish an advisory board (referred to in these Articles as a "Steering Group") comprising individuals who, in the opinion of the Board, have the relevant expertise and experience in dealing with issues affecting the Charity provided that:

- (a) the Steering Group will have none of the rights or powers exercisable by the Board or any committee other than a power to advise the Board on any matter referred to it by the Board;
- (b) the members of the Steering Group will have none of the responsibilities of company directors or charity trustees; and
- (c) the Steering Group must act in accordance with any terms of reference imposed by the Board (but, subject to that, the proceedings of the Steering Group will be governed by such of these Articles as regulate the proceedings of the Board so far as they are capable of applying).

6. Records & accounts

6.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

6.2 The Trustees must keep proper records of:

- (a) all proceedings at general meetings;
- (b) all proceedings at meetings of the Trustees;
- (c) all reports of committees; and
- (d) all professional advice obtained.

6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months of such request.

7. Notices

7.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means.

7.2 The only address at which a member is entitled to receive notices is the address shown in the register of members.

- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- (a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - (b) two days after being sent by first class post to that address;
 - (c) three days after being sent by second class or overseas post to that address;
 - (d) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier
 - (e) as soon as the member acknowledges actual receipt.
- 7.4 A technical defect in the giving of notice of a meeting of which the Trustees are unaware at the time does not invalidate decisions taken at that meeting.

8. Indemnity

The Charity may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the Act.

9. Conflicts of interest

- 9.1 The provisions of clause 5 of the Memorandum shall have effect and be observed as if they were repeated in these Articles.
- 9.2 A Trustee has a duty to 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 Charity. This duty applies to the exploitation of any property, information or opportunity (and it is immaterial whether the Charity could take advantage of the property, information or opportunity). A reference to a conflict of interest in these articles includes a conflict of interest and duty and a conflict of duties.
- 9.3 Article 9.2 does not apply to a conflict of interest arising in relation to the following transactions or arrangements with the Charity and which the Trustees resolve are in the best interests of the Charity:
- (a) any transaction or arrangement mentioned in clause 5 of the Memorandum;
 - (b) any transaction or arrangement with another charity of which a Trustee is a charity trustee or with which he or she is otherwise connected and which is in furtherance of the objects of the Charity and which does not confer a personal benefit on the Trustee;
 - (c) any transaction or arrangement with a company limited by shares which is wholly owned by the Charity (or the Charity and other charities) and in which a Trustee does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Trustee; and

- (d) any transaction or arrangement with a company limited by guarantee which is wholly owned by the Charity (or the Charity and other charities) and in which a Trustee does not have an interest otherwise than as an unpaid director and which does not confer a personal benefit on the Trustee.

9.4 This article applies to situations arising on or after 1 October 2008 (or such other date as section 175 Companies Act 2006 comes into force).

9.5 In this article and in article 10, a Trustee will be connected with another body or person if that body or person would be a "connected person" within the meaning of Schedule 5 Charities Act 1993.

10. Authorisation of conflicts

10.1 The Trustees may authorise a matter or situation in which a Trustee has, or may have, a direct or indirect interest that conflicts, or may conflict, with the interests of the Charity but only if:

- (a) the interest is one that will not confer a personal benefit on the Trustee or any person connected with that Trustee at the expense of the Charity to an extent greater than that permitted by clause 5 of the Memorandum;
- (b) the Trustees act in what they consider is in the best interests of the Charity; and
- (c) the Trustee who has, or may have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Charity must withdraw from any meeting of the Trustees at which any such matter or situation arises, may not be counted towards the quorum of that part of the Trustees' meeting and may not vote on the matter or situation under discussion.

11. Dissolution

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

12. Interpretation

In the Memorandum and in these Articles:

12.1 "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force

"these Articles" means these articles of association

"authorised representative" means an individual who is authorised in writing by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

"Board" means the Board of Trustees of the Charity

"Chairman" means the chair of the Board appointed in accordance with Article 4.3

"the Charity" means the company governed by these Articles

"charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"clear day" means 24 hours from midnight following the relevant event

"the Commission" means the Charity Commission for England and Wales

"material benefit" means a benefit which may not be financial but has a monetary value

"Member" and "Membership" refer to the members of the Charity for the purposes of, and as defined by, the Act and their membership of the Charity

"Memorandum" means the Charity's memorandum of association

"month" means calendar month

"Secretary" means the secretary of the Charity

"Trustee" means each of the directors of the Charity under the Act (and "Trustees" means all of the directors)

"written" or "in writing" refers to a legible document on paper including a fax message

"year" means calendar year.

12.2 Expressions defined in the Act have the same meaning.

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

Names and addresses of subscribers

Oval Nominees Limited
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

Ovalsec Limited
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

Dated: 15 September 2008

Witness to the above signatures:

Signature of Witness:

Name:

Address:

Occupation

Signatures of Subscribers

Jeremy Cavendish

K L Vicary

Safeena Shabir

2 Temple Back East

Temple Quay

Bristol BS1 6EG

Legal PA