

Company number 07577830

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association
of
The International Cocoa Initiative UK

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Articles of Association of The International Cocoa Initiative UK

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles

OBJECTS AND POWERS

2. Objects

2 1 The objects of the Charity are

2 1 1 The promotion of human rights (with particular reference to the prevention and elimination of slavery, the slave trade, forced or compulsory labour and child labour) throughout the world (with particular reference to countries where cocoa is cultivated or used in production) any or all of the following means

- (a) monitoring abuses of human rights,
- (b) obtaining redress for the victims of human rights abuse,
- (c) relieving need among the victims of human rights abuse,
- (d) research into human rights issues,
- (e) providing technical advice to government and others on human rights matters,
- (f) contributing to the sound administration of human rights law,
- (g) commenting on proposed human rights legislation,
- (h) raising awareness of human rights issues,
- (i) promoting public support for human rights,
- (j) promoting respect for human rights among individuals and corporations,
- (k) international advocacy of human rights,
- (l) eliminating infringements of human rights, and

2 1 2 The prevention and relief of poverty and sickness for the public benefit throughout the world (with particular reference to countries where cocoa is cultivated or used in production)

2 2 In this Article 2

- 2 2 1 "human rights" shall have the meaning set out in the Universal Declaration of Human Rights 1948 and subsequent United Nations conventions and declarations from time to time,
- 2 2 2 "slavery" and "the slave trade" shall have the respective meanings set out in the Slavery Convention 1926, the Supplementary Convention on the Abolition of Slavery, the Slave Trade and Institutions and Practices Similar to Slavery 1956, the International Covenant on Civil and Political Rights 1966 and subsequent United National conventions and declarations from time to time,
- 2 2 3 "forced or compulsory labour" shall have the meaning set out in the Forced Labour Convention 1930, the International Covenant on Civil and Political Rights 1966 and subsequent United National conventions and declarations from time to time, and
- 2 2 4 "child labour" shall have the meaning set out in the Minimum Age for Admission to Employment and Work Convention 1973, the Worst Forms of Child Labour Convention 1999 and subsequent United Nations conventions and declarations from time to time

3 Powers

To further its objects but not otherwise the Charity may

- 3 1 provide and assist in the provision of money, materials or other help,
- 3 2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities,
- 3 3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium,
- 3 4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available,
- 3 5 provide or procure the provision of counselling and guidance,
- 3 6 provide or procure the provision of advice,
- 3 7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake,
- 3 8 enter into contracts to provide services to or on behalf of other bodies,
- 3 9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities,
- 3 10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 1993),
- 3 11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 1993 if it wishes to mortgage land),
- 3 12 set aside funds for special purposes or as reserves against future expenditure,

- 3 13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property,
- 3 14 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required,
- 3 15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company,
- 3 16 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,
- 3 17 accept (or disclaim) gifts of money and any other property,
- 3 18 raise funds by way of subscription, donation or otherwise,
- 3 19 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits,
- 3 20 incorporate and acquire subsidiary companies to carry on any trade,
- 3 21 subject to Article 4 (limitation on private benefits)
 - 3 21 1 engage and pay employees, consultants and professional or other advisers, and
 - 3 21 2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants,
- 3 22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes,
- 3 23 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects),
- 3 24 undertake and execute charitable trusts,
- 3 25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body,
- 3 26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them,
- 3 27 pay out of the funds of the Charity the costs of forming and registering the Charity,
- 3 28 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity,
- 3 29 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 73F of the Charities Act 1993 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 73F(1) shall be treated as references to officers of the Charity), and
- 3 30 do all such other lawful things as may further the Charity's objects

Without prejudice to this Article 3 the Charity shall also have the power in furtherance of the objects set out at Article 2 1 1 (but not otherwise) to engage in political activity provided that the Trustees are satisfied that the proposed activity will further the charitable purposes of the Charity to an extent justified by the resources committed and the proposed activity is not the dominant means by which the Charity carries out those objects

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4 1 The income and property of the Charity shall be applied solely towards the promotion of its objects

Permitted benefits to members, Trustees and Connected Persons

- 4 2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity This shall not prevent any payment in good faith by the Charity of

4 2 1 any payments made to any member in his, her or its capacity as a beneficiary of the Charity,

4 2 2 reasonable and proper remuneration to any member for any goods or services supplied to the Charity (including services performed by the member under a contract of employment with the Charity), provided that if such member is a Trustee Articles 4 3 and 4 4 shall apply,

4 2 3 interest at a reasonable and proper rate on money lent by any member to the Charity,

4 2 4 any reasonable and proper rent for premises let by any member to the Charity, and

4 2 5 any payments to a member who is also a Trustee which are permitted under Articles 4 3 or 4 4

4 3 No Trustee may

4 3 1 sell goods, services or any interest in land to the Charity,

4 3 2 be employed by, or receive any remuneration from, the Charity, or

4 3 3 receive any other financial benefit from the Charity,

unless the payment is permitted by Article 4 4 or authorised in Writing by the Charity Commission

4 4 A Trustee may receive the following benefits from the Charity

4 4 1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity,

4 4 2 a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him or her when acting on behalf of the Charity,

4 4 3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the

service of acting as Trustee and services performed under a contract of employment with the Charity) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee),

- 4 4 4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Charity,
- 4 4 5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Charity,
- 4 4 6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3 29, and
- 4 4 7 a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 6,

provided that where benefits are conferred under this Article 4 4, Article 21 must be complied with by the relevant Trustee in relation to any decisions regarding the benefit

LIMITATION OF LIABILITY AND INDEMNITY

5 Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for

- 5 1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a member,
- 5 2 payment of the costs, charges and expenses of winding up, and
- 5 3 adjustment of the rights of the contributories among themselves

6 Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts, and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity

8. Chair and Vice-Chair

- 8 1 The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office

- 8 2 The Trustees may appoint one of their number to be the Vice-Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office The Vice-Chair shall deputise for the Chair in his or her absence

9 Trustees may delegate

- 9 1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee

- 9 2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee

- 9 3 Any delegation by the Trustees may be

9 3 1 by such means,

9 3 2 to such an extent,

9 3 3 in relation to such matters or territories, and

9 3 4 on such terms and conditions,

as they think fit

- 9 4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated

- 9 5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions

- 9 6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine

10. Committees

- 10 1 In the case of delegation to committees

10 1 1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number),

10 1 2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify,

10 1 3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose,

10 1 4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit, and

10 1 5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees

- 10 2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees

11. Delegation of day to day management powers

In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers

- 11 1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget,
- 11 2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority, and
- 11 3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity

12 Delegation of investment management

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that

- 12 1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees,
- 12 2 timely reports of all transactions are provided to the Trustees,
- 12 3 the performance of the investments is reviewed regularly with the Trustees,
- 12 4 the Trustees are entitled to cancel the delegation arrangement at any time,
- 12 5 the investment policy and the delegation arrangements are reviewed regularly,
- 12 6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and
- 12 7 the Financial Expert or Experts must not do anything outside the powers of the Trustees

13 Power to change name of Charity

The sole member may change the name of the Charity in accordance with Article 30 1 at any time or the Trustees may change the name of the Charity at any time by

- 13 1 majority decision of at least three-quarters of the Trustees present and voting at a meeting, or
- 13 2 unanimous decision of all the Trustees taken following the procedure in Article 20

DECISION-MAKING BY TRUSTEES

14. Trustees to take decisions collectively

Any decision of the Trustees must be either

- 14 1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting, or

14 2 a unanimous decision taken in accordance with Article 20

15. Calling a Trustees' meeting

15 1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting

15 2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either

15 2 1 all the Trustees agree, or

15 2 2 urgent circumstances require shorter notice

15 3 Notice of Trustees' meetings must be given to each Trustee

15 4 Every notice calling a Trustees' meeting must specify

15 4 1 the place, day and time of the meeting,

15 4 2 the general nature of the business to be considered at such meeting, and

15 4 3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

15 5 Notice of Trustees' meetings need not be in Writing

15 6 Article 31 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose

16. Participation in Trustees' meetings

16 1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when

16 1 1 the meeting has been called and takes place in accordance with the Articles, and

16 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting

16 2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other

16 3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

17. Quorum for Trustees' meetings

17 1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

17 2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater

17 3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees

18. Chairing of Trustees' meetings

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting

19. Casting vote

19 1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have

19 2 Article 19 1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes

20. Unanimous decisions without a meeting

20 1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 21, results in them not being entitled to vote

20 2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing

21. Conflicts of interest

Declaration of interests

21 1 Unless Article 21 2 applies, a Trustee must declare the nature and extent of

21 1 1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity, and

21 1 2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity

21 2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware

Participation in decision-making

21 3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process

21 4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless

21 4 1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than

- (a) any benefit received in his, her or its capacity as a beneficiary of the Charity (as permitted under Article 4 4 1) and which is available generally to the beneficiaries of the Charity,
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3 29,
- (c) payment under the indemnity set out at Article 6, and
- (d) reimbursement of expenses in accordance with Article 4 4 2, or

21 4 2 a majority of the other Trustees participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 21 5

21 5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 21 5, he or she must

21 5 1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate,

21 5 2 not be counted in the quorum for that part of the process , and

21 5 3 withdraw during the vote and have no vote on the matter

Continuing duties to the Charity

21 6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict

21 6 1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her, and

21 6 2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position

22. Register of Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept

23. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee

24 Trustee's discretion to make further rules

Subject to the Articles, the Trustees may make any rule which they think fit about how they (and any committee or sub-committee) take decisions, and about how such rules are to be recorded or communicated to Trustees

APPOINTMENT AND RETIREMENT OF TRUSTEES

25 Number of Trustees

There shall be at least two Trustees

26. Appointment of Trustees and retirement of Trustees by rotation

- 26 1 Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees

Appointment of Trustees

- 26 2 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee by the sole member (acting through an authorised representative) serving notice in Writing on the Charity. The sole member may specify terms of office which shall apply to each Trustee and each Trustee shall retire at the end of such specified term but, if no term is specified when a Trustee is appointed, Article 26 3 shall apply

Default term of office

- 26 3 Subject to Article 26 2 each Trustee shall retire from office at the second Annual Retirement Meeting following the commencement of his or her term of office

Maximum term

- 26 4 Retiring Trustees may be reappointed but a Trustee who has served for three consecutive terms of office must take a break from office and may not be reappointed until the earlier of

26 4 1 the anniversary of the commencement of his or her break from office, and

26 4 2 the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced,

save that the sole member may decide to disapply the restrictions in this Article 26 4

- 26 5 If the retirement of a Trustee causes the number of Trustees to fall below that set out in Article 25 then the retiring Trustee shall remain in office until a new appointment is made

General

- 26 6 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees

27. Disqualification and removal of Trustees

A Trustee shall cease to hold office if

- 27 1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law,
- 27 2 he or she is disqualified under the Charities Act 1993 from acting as a trustee of a charity,
- 27 3 he or she is deemed by HM Revenue & Customs not to be a fit and proper person to manage a charity for the purposes of the Finance Act 2010,
- 27 4 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England and Wales which have an effect similar to that of bankruptcy,
- 27 5 a composition is made with his or her creditors generally in satisfaction of his or her debts,
- 27 6 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office,
- 27 7 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Trustees will remain in office when such resignation has taken effect),
- 27 8 he or she fails to attend two consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason,
- 27 9 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees,
- 27 10 subject to Article 26 5, his or her specified period of office has expired under Article 26 2,
- 27 11 subject to Article 26 5, his or her period of service has reached the maximum permitted under Article 26 4, or
- 27 12 he or she is removed by the sole member in accordance with Article 30 1 1 or 30 1 3

MEMBERS

28. Sole member

The Subscriber shall be the sole member of the Charity.

29. Authorised representatives

The company secretary from time to time of the Subscriber or such other person as is from time to time authorised by the Subscriber shall be its duly authorised representative

30. Meetings and company resolutions

30 1 The Subscriber shall make decisions as sole member

- 30 1 1 By its authorised representative notifying a decision which it has made to the Charity in writing within 14 days of the date of the decision,

- 30 1 2 By passing a written resolution in accordance with the provisions of the Companies Act 2006 which is signed by an authorised representative of the Subscriber, or
- 30 1 3 By passing a resolution at a general meeting convened and held in accordance with the provisions of the Companies Act 2006
- 30 2 Communications in relation to written resolutions shall be sent to the company's auditors (if any) in accordance with the Companies Act 2006

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

COMMUNICATIONS

31. Communications by the Charity

Methods of communication

- 31 1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation
- 31 1 1 in Hard Copy Form,
- 31 1 2 in Electronic Form, or
- 31 1 3 by making it available on a website
- 31 2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed that it may be sent or supplied in that form or manner or is deemed to have so agreed under the Companies Acts (and has not revoked that agreement)
- 31 3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being
- 31 4 Subject to the Companies Acts, a Trustee or any other person may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours

Exceptions

- 31 5 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address

32. Communications to the Charity

The provisions of the Companies Acts shall apply to communications to the Charity

ADMINISTRATION

33 Secretary

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary

- 33 1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity, and
- 33 2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees

34. Minutes

The Trustees must cause minutes to be made

- 34 1 of all appointments of officers made by the Trustees,
- 34 2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting), and
- 34 3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings

35. Records and accounts

The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of

- 35 1 annual reports,
- 35 2 annual returns, and
- 35 3 annual statements of account

MISCELLANEOUS

36. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice

37. Exclusion of model articles

The relevant model articles for a company limited by guarantee are hereby expressly excluded

WINDING UP

38. Winding up

38 1 At any time before, and in expectation of, the winding up or dissolution of the Charity, the Trustees may resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Charity be applied or transferred in any of the following ways

38 1 1 directly for the objects of the Charity, or

38 1 2 to any institution or institutions which is established for exclusively charitable purposes according to the law of England and Wales

(a) for purposes similar to the objects of the Charity, or

(b) for use for particular purposes that fall within the objects of the Charity

38 2 In no circumstances shall the net assets of the Charity be paid to or distributed among any members of the Charity under this Article 38 (except to a member or members which itself qualifies and is chosen to benefit under this Article 38)

38 3 If no resolution is passed in accordance with Article 38 1, the net assets of the Charity shall be applied for such purposes regarded as charitable under the law of England and Wales as are directed by the Charity Commission

SCHEDULE
INTERPRETATION

Defined terms

- 1 In the Articles, unless the context requires otherwise, the following terms shall have the following meanings

	Term	Meaning
1.1	"Address"	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2	"Annual Retirement Meeting"	the meeting of the Trustees held each year at which the annual accounts of the Charity are adopted,
1.3	"Articles"	the Charity's articles of association,
1.4	"Chair"	has the meaning given in Article 8,
1.5	"charitable"	charitable in accordance with the laws of England and Wales;
1.6	"Charity"	the International Cocoa Initiative UK, a charitable company limited by guarantee,
1.7	"Clear Days"	in relation to the period of a notice, 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,
1.8	"Companies Acts"	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.9	"Connected "	<p>in relation to a Trustee means any person falling within any of the following categories</p> <p>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee, or</p> <p>(b) the spouse or civil partner of any person in (a), or</p> <p>(c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b), or</p> <p>(d) any company, partnership or firm of which the Trustee is a paid director, member, partner or</p>

		employee, or shareholder holding more than 1% of the capital,
1.10	“Document”	includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form,
1.11	“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in Section 1168 of the Companies Act 2006,
1.12	“Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000,
1.13	“Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
1.14	“Secretary”	the secretary of the Charity (if any),
1.15	“Subscriber”	the International Cocoa Initiative, an entity registered in Switzerland (registration number CH-660-1362002-5) whose principal office is at 28, Rue du Village, 1214 Vernier/Geneva, Switzerland;
1.16	“Trustee”	a director of the Charity, and includes any person occupying the position of director, by whatever name called,
1.17	“Writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2	Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it	
3	Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity	