



**FILE COPY**

**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

Company No. 8576037

The Registrar of Companies for England and Wales, hereby certifies that

**THE FOUNDATIONS PROJECT (UK)**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England/Wales

Given at Companies House on **19th June 2013**



**\*N08576037N\***



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

# IN01

## Application to register a company



001472 | 40

A fee is payable with this form.  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register a  
private or public company

☐ **What this form is for**  
You cannot use this form to register a  
limited liability partnership. If you want to  
register this, please use form

THURSDAY



A07 13/06/2013 #269  
COMPANIES HOUSE

### Part 1 Company details

#### A1 Company name

To check if a company name is available use our WebCheck service and select  
the 'Company Name Availability Search' option

[www.companieshouse.gov.uk/info](http://www.companieshouse.gov.uk/info)

Please show the proposed company name below

Proposed company  
name in full ①

THE FOUNDATIONS PROJECT (UK)

For official use

08576037

#### → Filling in this form

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

#### ① Duplicate names

Duplicate names are not permitted.  
A list of registered names can  
be found on our website. There  
are various rules that may affect  
your choice of name. More  
information on this is available in  
our guidance booklet GP1 at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

#### A2 Company name restrictions ①

Please tick the box only if the proposed company name contains sensitive  
or restricted words or expressions that require you to seek comments of a  
government department or other specified body.

☐ I confirm that the proposed company name contains sensitive or restricted  
words or expressions and that approval, where appropriate, has been  
sought of a government department or other specified body and I attach a  
copy of their response

#### ① Company name restrictions

A list of sensitive or restricted  
words or expressions that require  
consent can be found in our  
guidance booklet GP1 at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

#### A3 Exemption from name ending with 'Limited' or 'Cyfyngedig' ①

Please tick the box if you wish to apply for exemption from the requirement to  
have the name ending with 'Limited', 'Cyfyngedig' or permitted alternative.

☒ I confirm that the above proposed company meets the conditions for  
exemption from the requirement to have a name ending with 'Limited',  
'Cyfyngedig' or permitted alternative

#### ① Name ending exemption

Only private companies that are  
limited by guarantee and meet other  
specific requirements are eligible  
to apply for this. For more details,  
please go to our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

#### A4 Company type ①

Please tick the box that describes the proposed company type and members'  
liability (only one box must be ticked)

☐ Public limited by shares  
☐ Private limited by shares  
☒ Private limited by guarantee  
☐ Private unlimited with share capital  
☐ Private unlimited without share capital

#### ① Company type

If you are unsure of your company's  
type, please go to our website  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

# IN01

## Application to register a company

**A5**

### Situation of registered office

Please tick the appropriate box below that describes the situation of the proposed registered office (only one box must be ticked)

- ☒ England and Wales  
☐ Wales  
☐ Scotland  
☐ Northern Ireland

#### Registered office

Every company must have a registered office and this is the address to which the Registrar will send correspondence.

For England and Wales companies, the address must be in England or Wales.

For Welsh, Scottish or Northern Ireland companies, the address must be in Wales, Scotland or Northern Ireland respectively

**A6**

### Registered office address

Please give the registered office address of your company.

Building name/number

81

Street

BALHAM PARK ROAD

Post town

LONDON

County/Region

LONDON

Postcode

S W 1 2 8 E B

#### Registered office address

You must ensure that the address shown in this section is consistent with the situation indicated in section A5

You must provide an address in England or Wales for companies to be registered in England and Wales.

You must provide an address in Wales, Scotland or Northern Ireland for companies to be registered in Wales, Scotland or Northern Ireland respectively

**A7**

### Articles of association

Please choose one option only and tick one box only

Option 1

I wish to adopt one of the following model articles in its entirety Please tick only one box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 2

I wish to adopt the following model articles with additional and/or amended provisions. I attach a copy of the additional and/or amended provision(s) Please tick only one box

- ☐ Private limited by shares  
☐ Private limited by guarantee  
☐ Public company

Option 3

☒ I wish to adopt entirely bespoke articles. I attach a copy of the bespoke articles to this application

For details of which company type can adopt which model articles, please go to our website [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**A8**

### Restricted company articles

Please tick the box below if the company's articles are restricted

☒

#### Restricted company articles

Restricted company articles are those containing provision for entrenchment. For more details, please go to our website [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

IN01

Application to register a company

## Part 2

## Proposed officers

For private companies the appointment of a secretary is optional, however, if you do decide to appoint a company secretary you must provide the relevant details. Public companies are required to appoint at least one secretary

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual


For a secretary who is an individual, go to Section B1; For a corporate secretary, go to Section C1; For a director who is an individual, go to Section D1; For a corporate director, go to Section E1


### Secretary

**B1**


#### Secretary appointments

Please use this section to list all the secretary appointments taken on formation  
For a corporate secretary, complete Sections C1-C5

Title*	
Full forename(s)	
Surname	
Former name(s) 	

** Corporate appointments**  
For corporate secretary appointments, please complete section C1-C5 instead of section B


**Additional appointments**  
If you wish to appoint more than one secretary, please use the 'Secretary appointments' continuation page

** Former name(s)**  
Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**B2**

#### Secretary's service address

Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

** Service address**  
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of secretaries as the company's registered office.


If you provide your residential address here it will appear on the public record

**B3**

#### Signature

I consent to act as secretary of the proposed company named in Section A1



Signature	<div>Signature</div> <div>X</div>
-----------	-----------------------------------

** Signature**  
The person named above consents to act as secretary of the proposed company

IN01

Application to register a company

**Corporate secretary**

<b>C1</b>	<b>Corporate secretary appointments</b> ①		<b>① Additional appointments</b> If you wish to appoint more than one corporate secretary, please use the 'Corporate secretary appointments' continuation page.  <b>Registered or principal address</b> This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.
	Please use this section to list all the corporate secretary appointments taken on formation		
Name of corporate body/firm			
Building name/number			
Street			
Post town			
County/Region			
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Country			
<b>C2</b>	<b>Location of the registry of the corporate body or firm</b>		
	Is the corporate secretary registered within the European Economic Area (EEA)? → Yes Complete <b>Section C3</b> only → No Complete <b>Section C4</b> only		
<b>C3</b>	<b>EEA companies</b> ①		<b>① EEA</b> A full list of countries of the EEA can be found in our guidance. <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>  <b>②</b> This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
	Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		
Where the company/firm is registered ①			
Registration number			
<b>C4</b>	<b>Non-EEA companies</b>		<b>① Non-EEA</b> Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register.
	Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		
Legal form of the corporate body or firm			
Governing law			
If applicable, where the company/firm is registered ①			
Registration number			
<b>C5</b>	<b>Signature</b> ①		
	I consent to act as secretary of the proposed company named in <b>Section A1</b> .		
Signature	Signature  		<b>① Signature</b> The person named above consents to act as corporate secretary of the proposed company.

IN01

Application to register a company

**Director****D1****Director appointments ①**

Please use this section to list all the director appointments taken on formation  
For a corporate director, complete Sections E1-E5.

Title*	MR
Full forename(s)	CHARLES ANTHONY
Surname	WENTZEL
Former name(s) ②	N/A
Country/State of residence ③	ENGLAND
Nationality	BRITISH
Date of birth	d1 d8 m0 m2 y1 y9 y4 y8
Business occupation (if any) ④	HUMAN RESOURCES MANAGER (RETIRED)

**① Appointments**

Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.

**② Former name(s)**

Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.

**③ Country/State of residence**

This is in respect of your usual residential address as stated in section D4.

**④ Business occupation**

If you have a business occupation, please enter here. If you do not, please leave blank.

**Additional appointments**

If you wish to appoint more than one director, please use the 'Director appointments' continuation page.

**D2****Director's service address ⑤**

Please complete the service address below. You must also fill in the director's usual residential address in Section D4.

Building name/number	THE COMPANY'S REGISTERED OFFICE
Street	
Post town	
County/Region	
Postcode	
Country	

**⑤ Service address**

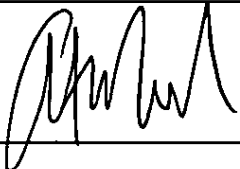
This is the address that will appear on the public record. This does not have to be your usual residential address.

Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.

If you provide your residential address here it will appear on the public record.

**D3****Signature ⑥**

I consent to act as director of the proposed company named in Section A1

Signature	<div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">X</div> <div style="text-align: center;">  </div> <div style="margin-left: 20px;">X</div> </div>
-----------	--


**⑥ Signature**

The person named above consents to act as director of the proposed company.

IN01

Application to register a company



**Director**

<b>D1</b>	<b>Director appointments ①</b>	
	Please use this section to list all the director appointments taken on formation. For a corporate director, complete Sections E1-E5	
Title*	DR	
Full forename(s)	BRYONY DAWN	
Surname	DOBSON	
Former name(s) ②	N/A	
Country/State of residence ③	ENGLAND	
Nationality	BRITISH	
Date of birth	<div> <div>d0</div> <div>d9</div> <div>m0</div> <div>m2</div> <div>y1</div> <div>y9</div> <div>y8</div> <div>y1</div> </div>	
Business occupation (if any) ④	PUBLIC HEALTH CONSULTANT	
	<p><b>① Appointments</b> Private companies must appoint at least one director who is an individual. Public companies must appoint at least two directors, one of which must be an individual.</p> <p><b>② Former name(s)</b> Please provide any previous names which have been used for business purposes in the last 20 years. Married women do not need to give former names unless previously used for business purposes.</p> <p><b>③ Country/State of residence</b> This is in respect of your usual residential address as stated in Section D4.</p> <p><b>④ Business occupation</b> If you have a business occupation, please enter here. If you do not, please leave blank.</p> <p><b>Additional appointments</b> If you wish to appoint more than one director, please use the 'Director appointments' continuation page.</p>	
<b>D2</b>	<b>Director's service address ⑤</b>	
	Please complete the service address below. You must also fill in the director's usual residential address in Section D4.	
Building name/number	THE COMPANY'S REGISTERED OFFICE	
Street		
Post town		
County/Region		
Postcode	<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>	
Country		
	<p><b>⑤ Service address</b> This is the address that will appear on the public record. This does not have to be your usual residential address.</p> <p>Please state 'The Company's Registered Office' if your service address will be recorded in the proposed company's register of directors as the company's registered office.</p> <p>If you provide your residential address here it will appear on the public record.</p>	
<b>D3</b>	<b>Signature ⑥</b>	
	I consent to act as director of the proposed company named in Section A1	
Signature	<div> <div>Signature</div> <div>X</div> <div></div> <div>X</div> </div>	
	<p><b>⑥ Signature</b> The person named above consents to act as director of the proposed company.</p>	

IN01

Application to register a company

**Corporate director**

<b>E1 Corporate director appointments ①</b>		<b>① Additional appointments</b> If you wish to appoint more than one corporate director, please use the 'Corporate director appointments' continuation page  <b>Registered or principal address</b> This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number
Please use this section to list all the corporate directors taken on formation		
Name of corporate body or firm		
Building name/number		
Street		
Post town		
County/Region		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Country		
<b>E2 Location of the registry of the corporate body or firm</b>		
Is the corporate director registered within the European Economic Area (EEA)? → Yes Complete <b>Section E3 only</b> → No Complete <b>Section E4 only</b>		
<b>E3 EEA companies ①</b>		
Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register		<b>① EEA</b> A full list of countries of the EEA can be found in our guidance <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>  <b>②</b> This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC)
Where the company/firm is registered ①		
Registration number		
<b>E4 Non-EEA companies</b>		
Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register		<b>① Non-EEA</b> Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register
Legal form of the corporate body or firm		
Governing law		
If applicable, where the company/firm is registered ①		
If applicable, the registration number		
<b>E5 Signature ①</b>		
I consent to act as director of the proposed company named in Section A1.		<b>① Signature</b> The person named above consents to act as corporate director of the proposed company
Signature	Signature  	



IN01

Application to register a company

**Part 3 Statement of capital**

Does your company have share capital?

→ Yes Complete the sections below

→ No Go to Part 4 (Statement of guarantee)

**F1 Share capital in pound sterling (£)**

Please complete the table below to show each class of shares held in pound sterling

If all your issued capital is in sterling, only complete Section F1 and then go to Section F4

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
				£
				£
				£
				£
			<b>Totals</b>	£

**F2 Share capital in other currencies**

Please complete the table below to show any class of shares held in other currencies.

Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc )	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

**F3 Totals**

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares

Total aggregate  
nominal value ③

③ Total aggregate nominal value  
Please list total aggregate values in  
different currencies separately For  
example £100 + €100 + \$10 etc.

① Including both the nominal value and any  
share premium② Number of shares issued multiplied by  
nominal value of each share.

**Continuation Pages**  
Please use a Statement of Capital continuation  
page if necessary

③ Total number of issued shares in this class.

# IN01

## Application to register a company

F4 Statement of capital (Prescribed particulars of rights attached to shares)	
	<p>Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Sections F1 and F2.</p>
Class of share	
Prescribed particulars	<p>● Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ol style="list-style-type: none"> <li>particulars of any voting rights, including rights that arise only in certain circumstances,</li> <li>particulars of any rights, as respects dividends, to participate in a distribution,</li> <li>particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</li> <li>whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.</li> </ol> <p>A separate table must be used for each class of share.</p> <p><b>Continuation pages</b> Please use the next page or a 'Statement of Capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

# IN01

## Application to register a company

Class of share		
<b>Prescribed particulars</b> ❶		<p>❶ <b>Prescribed particulars of rights attached to shares</b></p> <p>The particulars are</p> <ul style="list-style-type: none"><li>a particulars of any voting rights, including rights that arise only in certain circumstances,</li><li>b. particulars of any rights, as respects dividends, to participate in a distribution,</li><li>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</li><li>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.</li></ul> <p>A separate table must be used for each class of share</p> <p><b>Continuation pages</b></p> <p>Please use a 'Statement of capital (Prescribed particulars of rights attached to shares)' continuation page if necessary</p>

# IN01

## Application to register a company

**F5**

### Initial shareholdings

This section should only be completed by companies incorporating with share capital

Please complete the details below for each subscriber

The addresses will appear on the public record. These do not need to be the subscribers' usual residential address.

#### Initial shareholdings

Please list the company's subscribers in alphabetical order.

Please use an 'Initial shareholdings' continuation page if necessary

Subscriber's details	Class of share	Number of shares	Currency	Nominal value of each share	Amount (if any) unpaid	Amount paid
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						
Name						
Address						

IN01

Application to register a company

**Part 4****Statement of guarantee**

Is your company limited by guarantee?

→ **Yes** Complete the sections below→ **No** Go to **Part 5** (Statement of compliance)**G1****Subscribers**

Please complete this section if you are a subscriber of a company limited by guarantee. The following statement is being made by each and every person named below

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for

- payment of debts and liabilities of the company contracted before I cease to be a member,
- payment of costs, charges and expenses of winding up, and,
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below

**1 Name**

Please use capital letters.

**2 Address**

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

**3 Amount guaranteed**

Any valid currency is permitted

**Continuation pages**

Please use a 'Subscribers' continuation page if necessary

**Subscriber's details**

Forename(s) ①	CHARLES ANTHONY
Surname ①	WENTZEL
Address ②	81 BALHAM PARK ROAD
	LONDON
Postcode	S W 1 2 8 E B
Amount guaranteed ③	GBP 10 00

**Subscriber's details**

Forename(s) ①	BRYONY DAWN
Surname ①	DOBSON
Address ②	81 BALHAM PARK ROAD
	LONDON
Postcode	S W 1 0 9 B S
Amount guaranteed ③	GBP 10 00

**Subscriber's details**

Forename(s) ①	
Surname ①	
Address ②	
Postcode	
Amount guaranteed ③	

IN01

## Application to register a company

## Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

## Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

## Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

## Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

## Subscriber's details

Forename(s) ❶	
Surname ❶	
Address ❷	
Postcode	
Amount guaranteed ❸	

## ❶ Name

Please use capital letters.

## ❷ Address

The addresses in this section will appear on the public record. They do not have to be the subscribers' usual residential address.

## ❸ Amount guaranteed

Any valid currency is permitted

## Continuation pages

Please use a 'Subscribers' continuation page if necessary

IN01

Application to register a company

**Part 5**

**Statement of compliance**

This section must be completed by all companies.

Is the application by an agent on behalf of all the subscribers?

- No Go to **Section H1** (Statement of compliance delivered by the subscribers)
- Yes Go to **Section H2** (Statement of compliance delivered by an agent)



**H1**

**Statement of compliance delivered by the subscribers <sup>1</sup>**

Please complete this section if the application is not delivered by an agent for the subscribers of the memorandum of association

I confirm that the requirements of the Companies Act 2006 as to registration have been complied with

**<sup>1</sup> Statement of compliance delivered by the subscribers**  
Every subscriber to the memorandum of association must sign the statement of compliance.

Subscriber's signature	Signature X  X
Subscriber's signature	Signature X  X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X
Subscriber's signature	Signature X X

IN01

Application to register a company

Subscriber's signature	Signature X	X	Continuation pages Please use a 'Statement of compliance delivered by the subscribers' continuation page if more subscribers need to sign
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	
Subscriber's signature	Signature X	X	

<b>H2</b>		<b>Statement of compliance delivered by an agent</b>									
		Please complete this section if this application is delivered by an agent for the subscribers to the memorandum of association									
Agent's name											
Building name/number											
Street											
Post town											
County/Region											
Postcode	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>										
Country											
	I confirm that the requirements of the Companies Act 2006 as to registration have been complied with										
Agent's signature	Signature X	X									



# IN01

## Application to register a company



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name KIRSTY HULENA

Company name STONEHAGE LAW LIMITED

Address 56 CONDUIT STREET

Post town LONDON

County/Region LONDON

Postcode W 1 S 2 Y Z

Country ENGLAND

DX N/A

Telephone 0207 087 0149



### Certificate

We will send your certificate to the presenters address (shown above) or if indicated to another address shown below

- ☐ At the registered office address (Given in Section A6)
- ☐ At the agents address (Given in Section H2)



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ You have checked that the proposed company name is available as well as the various rules that may affect your choice of name. More information can be found in guidance on our website
- ☒ If the name of the company is the same as one already on the register as permitted by The Company and Business Names (Miscellaneous Provisions) Regulations 2008, please attach consent.
- ☒ You have used the correct appointment sections.
- ☒ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number
- ☒ The document has been signed, where indicated
- ☒ All relevant attachments have been included
- ☒ You have enclosed the Memorandum of Association
- ☒ You have enclosed the correct fee.



### Important information

Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses.



### How to pay

A fee is payable on this form. Make cheques or postal orders payable to 'Companies House'. For information on fees, go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

### Section 243 exemption

If you are applying for, or have been granted a section 243 exemption, please post this whole form to the different postal address below:  
The Registrar of Companies, PO Box 4082,  
Cardiff, CF14 3WE



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**THE COMPANIES ACT 2006**

---

**COMPANY LIMITED BY GUARANTEE**

**AND NOT HAVING A SHARE CAPITAL**

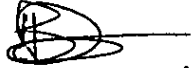
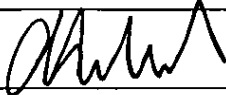
---

**MEMORANDUM OF ASSOCIATION**

**of**

**THE FOUNDATIONS PROJECT (UK)**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

<b>Name of each subscriber</b>	<b>Authentication by each subscriber</b>
Bryony Dobson	
Charles Anthony Wentzel	

Dated *12 June* 2013

**THE COMPANIES ACT 2006**

---

**COMPANY LIMITED BY GUARANTEE**

**AND NOT HAVING A SHARE CAPITAL**

---

**ARTICLES OF ASSOCIATION**

**of**

**THE FOUNDATIONS PROJECT (UK)**

**MODEL ARTICLES NOT TO APPLY**

- 1 The paragraphs contained in the schedules to The Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Charity

**INTERPRETATION**

- 2 In these Articles

**address:** means a postal address or, for the purposes of electronic communication, a fax number or an e-mail address in each case registered with the Charity,

**Articles:** means these Articles of Association,

**the Charity:** has the meaning assigned to it by Article 3 below,

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

**the Commission:** means the Charity Commission for England and Wales, or any corporation or other body or entity which may from time to time perform the functions of the same,

**the Companies Legislation:** means every statute and statutory instrument for the time being in force concerning limited companies and affecting the Charity, including, without limitation, the 1985 Act, the Companies Consolidation (Consequential Provisions) Act 1985, the Companies Act 1989, and the 2006 Act, and including any statutory modification or re-enactment of any such statute or statutory instrument,

**executed:** includes any mode of execution,

**Financial Expert:** an individual, company or firm who or which is authorised to give investment advice under the Financial Services and Markets Act 2000, including any statutory modification or re-enactment of the same from time to time in force,

**incapable:** means incapable by reason of mental disorder, illness or injury of managing and administering one's affairs,

**the Members.** means the members of the Charity from time to time (and **Member** has a corresponding meaning),

**the Memorandum.** means the memorandum of association of the Charity,

**the Objects:** means the objects of the Charity, as set out in Article 5 below,

**Qualifying Charity:** means a charity, as defined by Part 1 of the Charities Act 2006, having objects similar to or falling within the Objects, the governing document of which prohibits the distribution of its income and property to an extent at least as great as is imposed on the Charity by the Articles,

**Related Person:** means, in relation to a Trustee, a firm or company in which or of which the Trustee is a partner, an employee, a consultant, a director or a shareholder, unless the shares in the company are listed on a recognised stock exchange and the Trustee holds less than one per cent of the issued share capital,

**Rules:** means the rules made under Article 68 below, if any,

**the seal:** means the common seal of the Charity, if it has one,

**the Secretary** means the secretary of the Charity for the purposes of the Companies Legislation, if it has one, or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary,

**the Subscribers:** means the subscribers to the Memorandum,

**Subsidiary:** means any company wholly owned by the Charity,

**the Trustees:** means the directors of the Charity from time to time (and **Trustee** has a corresponding meaning),

**the United Kingdom:** means Great Britain and Northern Ireland,

**the 1985 Act:** means the Companies Act 1985, including any statutory re-enactment or modification of the same,

**the 1993 Act:** means the Charities Act 1993, including any statutory re-enactment or modification of the same,

**the 2006 Act:** means the Companies Act 2006, including any statutory re-enactment or modification of the same, and

words importing the masculine gender shall include the feminine gender

subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Legislation

#### **NAME**

- 3 The company's name is The Foundations Project (UK) In this document, the company is referred to as "the Charity" and its directors as "the Trustees" (and the expression "Trustee" shall be construed accordingly)

#### **REGISTERED OFFICE**

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

#### **CHARITABLE OBJECTS**

- 5 The objects (the "**Objects**") of the charity are, for the public benefit
- 5 1 to prevent or relieve poverty, financial hardship and suffering of children and young people in southern Africa,
- 5 2 to preserve life, and promote the health and welfare of children and young people in southern Africa including by protecting children and young people in southern Africa who have suffered harm or whose lives and security are at risk,
- 5 3 to advance the development and education of children and young people in southern Africa, and

- 5 4 to promote the human rights of children (as defined below) and young people in southern Africa

- 6 In these Objects the "human rights" of children means any or all of those rights and freedoms as defined in the universal declaration of human rights and the United Nations Convention on the Rights of the Child, including the rights to survival, protection, development and participation

#### **POWERS OF THE CHARITY**

- 7 The Charity has power to do anything which is calculated to further the Objects or is conducive or incidental to doing so In particular, but without limitation, the Charity may exercise the following powers

- 7 1 to raise funds and to invite and receive contributions, provided that in raising funds the Charity shall conform to any relevant legislation,
- 7 2 to set aside funds for special purposes or as reserves against future expenditure,
- 7 3 to purchase, rent, hire or otherwise acquire, alter, improve and (subject to such consents as may be required by law) to sell, charge or otherwise dispose of property,
- 7 4 subject to Articles 9 to 11 below, to employ such staff as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants,
- 7 5 subject to Articles 9 to 11 below, to engage and pay professional and other advisors,
- 7 6 to establish, fund or otherwise support any charitable trusts, associations or institutions formed for all or any of the Objects,
- 7 7 to co-operate with and to exchange information and advice with any organisation or body established anywhere in the world (including, without prejudice to the generality of the foregoing, any non-governmental organisation and any statutory authority or body or agency of a state or of a national or local government) the activities of which in the opinion of the Trustees further all or any of the Objects,
- 7 8 to borrow money and give security for loans, but only in accordance with the Charities Act 1993, including any statutory modification or re-enactment of the same from time to time in force,

- 7 9 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity,
- 7 10 to invest funds in any manner, obtaining such investment advice from a Financial Expert as the Trustees consider necessary, and having regard to the suitability of investments and the need for diversification,
- 7 11 to delegate the power of investment to a Financial Expert (who may be permitted to sub-delegate such power to another Financial Expert) but only in terms that -
- 7 11 1 an investment policy is set down in writing for the Financial Expert by the Trustees,
- 7 11 2 every transaction is reported promptly to the Trustees,
- 7 11 3 the performance of the investments is reviewed regularly with the Trustees,
- 7 11 4 the Trustees are entitled to cancel the delegation at any time on the giving of reasonable notice to the Financial Expert,
- 7 11 5 the investment policy and the delegation are reviewed at least once per calendar year,
- 7 11 6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt, and
- 7 11 7 the Financial Expert shall not be permitted to do anything outside the powers of the Trustees,
- 7 11 8 the Trustees shall not be liable for the acts or defaults of the Financial Expert or any sub-delegated Financial Expert,
- 7 12 to arrange for investments or other property of the Charity to be held in the name of a nominee company which will be acting under the control of the Trustees or of a Financial Expert appointed under the preceding provisions, and to pay any reasonable fee required,
- 7 13 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required,

- 7 14 to insure the property of the Charity against any foreseeable risk and to take out other insurance policies to protect the Charity when required,
- 7 15 to carry on a trade in the course of carrying out the Objects or ancillary to carrying out the Objects,
- 7 16 to incorporate subsidiary companies to carry on any trade which would, in the opinion of the Trustees, promote or assist with the promotion of the Objects, including by means of the raising of funds for the Charity,
- 7 17 to guarantee and provide security for the performance of contracts by any person or company,
- 7 18 to pay out of the Charity's funds the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) 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, or any liability to make a contribution to the assets of the Charity under section 214 of the Insolvency Act 1986 ("Section 214"), provided that no such insurance may be effected at the cost of the Charity if such insurance would cover -
- 7 18 1 fines incurred by the Trustees, or
- 7 18 2 the costs of unsuccessfully defending a criminal prosecution for an offence arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustees, or
- 7 18 3 a liability resulting from the misconduct of the Trustees (or any of them) which the Trustee(s) in question knew (or must be assumed to have known) was contrary to the interests of the Charity or where the Trustee(s) in question did not care whether their conduct was in the interests of the Charity or not, or
- 7 18 4 a liability to make a contribution to the assets of the Charity under Section 214 where the Trustee(s) in question knew that there was no reasonable prospect that the Charity would avoid going into solvent liquidation, or were reckless as to whether there was any such prospect,
- 7 19 to pay out of the funds of the Charity the costs, charges and expenses incurred in or incidental to the formation and registration of the Charity, and



- 7 20 to do all such other lawful things as are necessary for the achievement of the  
Objects

### **EXCLUSIVELY CHARITABLE APPLICATION OF FUNDS**

- 8 In Article 9-12 below, where the context permits

- 8 1 references to the Charity shall be read as including any company any shares in  
which are held by the Charity, unless the Charity holds less than 1 per cent of  
the issued share capital, and

- 8 2 references to a trustee shall be read as including any Related Person

- 9 Subject to Articles 10 and 11 below, the income and property of the Charity shall be  
applied solely towards the promotion of the Objects and no part shall be paid or  
transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of  
profit to the members of the Charity, and no Trustee shall be appointed to any office of  
the Charity paid by salary or fees or receive any remuneration or other benefit in money  
or money's worth from the Charity

- 10 Article 9 above shall not prevent the payment by the Charity

- 10 1 of reasonable and proper remuneration for any goods or services provided to the  
Charity by any member of the Charity who is not a Trustee,

- 10 2 of reasonable out-of-pocket expenses incurred by any Trustee or any member of  
the Charity,

- 10 3 of interest on money lent to the Charity by any Trustee or member of the Charity  
at a reasonable and proper rate per annum, not exceeding 2 per cent less than  
the published base lending rate of a clearing bank to be selected by the  
Trustees,

- 10 4 of fees, remuneration or other benefit in money or money's worth to any  
company of which a Trustee may also be a member holding less than 1 per cent  
of the issued capital of that company,

- 10 5 of reasonable and proper rent for premises demised or let by any Trustee or any  
member of the Charity, or

- 10 6 of any sum which is required to be paid pursuant to the indemnity in Article 67

- 11 Notwithstanding Article 9 above

- 11 1 the Charity may pay the usual professional charges of any Trustee who is a solicitor, accountant or other person engaged in a profession, for professional services provided to the Charity by such Trustee, having been instructed by the Charity to act on its behalf, provided that at no time shall a majority of the Trustees benefit under this provision and provided also that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration is under discussion, and
- 11 2 the Charity may pay reasonable and proper remuneration to a Trustee (where such remuneration would not be authorised by Article 11 1 above) for any goods or services provided to the Charity by a Trustee under any contract of employment or contract for the provision of goods or services, provided that each of the conditions in Article 11 below is satisfied
- 12 The conditions referred to in Article 11 2 above are as follows
- 12 1 the remuneration or other sums paid to the Trustee shall not exceed such amount as is reasonable in all the circumstances,
- 12 2 the Trustee shall withdraw from any part of any meeting at which there is discussion of any matter relating to the Trustee's employment or remuneration, or any contract or arrangement for the provision of goods or services entered into or proposed to be entered into between the Trustee and the Charity, or any other matter relating to any payment or benefit to the Trustee, and shall not be entitled to vote or count towards a quorum in respect of such matters,
- 12 3 before the Charity enters into any contract of employment or contract for the provision of goods or services with any Trustee, the other Trustees must be satisfied that it is in the interests of the Charity to do so, rather than enter into such an agreement or contract with someone who is not a Trustee,
- 12 4 the reason for the Trustees' decision to enter into any contract of employment or contract for the provision of goods or services with a Trustee shall be recorded in the minutes of the meeting, and
- 12 5 at no time shall a majority of the Trustees benefit under Article 11 2 above

#### **LIABILITY OF MEMBERS**

- 13 The liability of the members is limited
- 14 Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a

member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves

### **MEMBERSHIP OF THE CHARITY**

- 15 The first Members shall be the Subscribers Any other individual or organisation may be admitted as a Member if his or its application for membership of the Charity is approved by the Trustees and is in accordance with any Rules then in force in relation to membership of the Charity
- 16 An individual's or organisation's membership of the Charity shall be terminated if
  - 16 1 the Member dies or ceases to exist,
  - 16 2 the Member resigns by written notice to the Charity unless, after the resignation, there would be no remaining Members, or
  - 16 3 the Trustees resolve that it would be in the best interests of the Charity for the Member to be removed as a member of the Charity, provided that
    - 16 3 1 the Member has been given at least twenty-one clear days' notice in writing of the proposed resolution and the reason(s) why it has been proposed,
    - 16 3 2 the Member, or if he or it wishes a representative, has been allowed to make representations to the Trustees regarding the proposed resolution, and
    - 16 3 3 the removal would not cause there to be no remaining Members

### **REPRESENTATION OF MEMBERS**

- 17 Any organisation that is a Member may nominate an individual to act as its authorised representative, to attend general meetings and vote on behalf of the organisation No such individual shall be entitled to represent the organisation unless written notice of such nomination has been received by the Charity Where such notice has been received, the individual may represent the organisation, and may exercise the same powers on behalf of the organisation as he could exercise if he were an individual Member, until written notice to the contrary is received by the Charity Any such notice received by the Charity shall be conclusive evidence that the individual is or is not (as the case may be) entitled to represent the organisation

### **CALLING OF GENERAL MEETINGS**

- 18 The Trustees may, whenever they think fit, call a general meeting and shall do so upon a requisition made in accordance with the Companies Legislation. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any Member may call a general meeting.
- 19 General meetings shall be called by at least fourteen clear days' notice, although a general meeting may be called by shorter notice if it is so agreed by all the Members entitled to attend and vote.
- 20 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. The notice shall be given to all of the Members and to the Trustees and auditors.
- 21 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 FOR GENERAL MEETINGS**

- 22 No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be two individuals entitled to vote upon the business to be transacted, each being a Member or, in the case of a Member which is an organisation, an authorised representative of that organisation, or, if there is at any time only one Member, that Member or, if it is an organisation, its authorised representative.
- 23 If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine, acting by majority.

### **CHAIRING OF GENERAL MEETINGS**

- 24 The chairman, if any, of the Trustees or in his absence some other Trustee nominated by the Trustees shall preside as chairman of the meeting, but if neither the chairman or such other Trustee (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to be chairman and, if there is only one Trustee present and willing to act, he shall be chairman.

- 25 If no Trustee is willing to act as chairman, or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting, the Members present and entitled to vote shall choose one of their number to be chairman

### **CHAIRING OF GENERAL MEETINGS**

- 26 Any Trustee shall, notwithstanding that he may not be a Member, be entitled to attend and speak at any general meeting
- 27 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice

### **VOTING IN GENERAL MEETINGS**

- 28 Every Member shall have one vote
- 29 A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is duly demanded before, or on the declaration of the result of, the show of hands. Subject to the provisions of the Companies Legislation, a poll may be demanded
- 29 1 by the chairman, or
- 29 2 by at least two Members having the right to vote at the meeting, or
- 29 3 by a Member or Members representing not less than one tenth of the total voting rights of all the Members having the right to vote at the meeting
- 30 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 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
- 31 The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made

- 32 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be Trustees or Members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 33 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent continuance of a meeting for the transaction of any business other than one question on which the poll is demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 34 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 35 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

#### **WRITTEN RESOLUTIONS OF MEMBERS**

- 36 Subject to the Companies Legislation, any resolution in writing agreed by a simple majority of the Members who would have been entitled to vote on it if it had been proposed in a general meeting shall be effective, provided that the proposed resolution is sent to every Member who would have been so entitled. A resolution in writing may comprise several documents in the same form, to which one or more Members have signified their agreement. In the case of a Member that is an organisation, its agreement shall be signified, if at all, by the signature of its authorised representative.

#### **TRUSTEESHIP OF THE CHARITY**

- 37 There must at all time be at least two Trustees. Unless otherwise determined by ordinary resolution, the number of Trustees shall not be subject to any maximum.
- 38 The first Trustees shall be Bryony Dobson and Charles Anthony Wentzel.

### **APPOINTMENT OF TRUSTEES**

- 39 The Trustees may appoint any individual aged 16 years or older who is willing to act as a Trustee, either to fill a vacancy or as an additional Trustee, provided that
- 39 1 the appointment does not cause the number of Trustees to exceed any number fixed in accordance with Article 36 above a the maximum number of Trustees, and
- 39 2 the individual is not incapable and has not been disqualified from acting as a director under any provision of the Companies Legislation or from acting as a charity trustee under section 72 of the 1993 Act
- 40 Any Trustee shall hold office until he ceases to do so under Article 41 below

### **DISQUALIFICATION AND REMOVAL OF TRUSTEES**

- 41 A Trustee shall cease to hold office if
- 41 1 he resigns his office by notice to the Charity, but only if at least two Trustees will remain in office when the notice of resignation is to take effect,
- 41 2 the Trustees resolve that he should be removed as a Trustee, but only if all of the other Trustees (and not merely those present in the meeting) vote in favour of the removal, and at least two Trustees will remain in office when such removal is to take effect,
- 41 3 he ceases to be or is removed as a director of the Charity or is disqualified from acting as a director under any provision of the Companies Legislation, or is disqualified from acting as a charity trustee under section 72 of the 1993 Act, or
- 41 4 he becomes incapable

### **POWERS OF TRUSTEES**

- 42 Subject to the provisions of the Companies Legislation and these Articles, and to any directions given by special resolution, the business of the Charity shall be managed by the Trustees, who may exercise all the powers of the Charity No alteration of the Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not be given The powers given by this Article shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees

- 43 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles, the Trustees shall have the following powers
- 43 1 to enter into contracts on behalf of the Charity,
- 43 2 to expend the funds of the Charity in such manner as they shall consider most beneficial for the achievement of the objects of the Charity, and
- 43 3 to invest in the name of the Charity such part of the funds as they may see fit and to direct the sale of any such investments

#### **TRUSTEES' EXPENSES**

- 44 The Trustees may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties

#### **TRUSTEES' APPOINTMENTS**

- 45 Subject to the provisions of the Companies Legislation, the Trustees may appoint one or more of their number to any unremunerated executive office of the Charity Any such appointment may be made upon such terms as the Trustees determine Any appointment of a Trustee to an executive office shall terminate if he ceases to be a Trustee, unless the Trustees resolve otherwise

#### **TRUSTEES' INTERESTS**

- 46 Except to the extent permitted by any other provisions of these Articles, no Trustee shall take or hold any interest in property belonging to the Charity, or receive remuneration from the Charity, or be interested otherwise than as a Trustee or as a director of a Subsidiary in any contract to which the Charity is a party
- 47 The duty to avoid conflicts of interest in section 175 of the 2006 Act shall not apply to a conflict of interest arising in relation to
- 47 1 any existing or proposed contract or arrangement for the employment or remuneration of a Trustee by the Charity, provided that the contract or arrangement is permitted under Article 10, or would be so permitted if it was entered into, or
- 47 2 any existing or proposed contract or arrangement for the provision of goods or services between the Charity and any company of which a Trustee is a director



or a member, provided that he absents himself from any meeting of or discussion between the Trustees at which any aspect of such contract or arrangement is considered, and from any negotiation of such contract or arrangement, or

47 3 any existing or proposed office of a Trustee as a director of a Subsidiary, provided that due account is taken of any guidance issued by the Commission from time to time regarding the appointment of charity trustees as directors of trading subsidiaries

48 The Trustees may by resolution passed in a meeting authorise any other matter if it would or might otherwise involve a breach by a Trustee of the duty referred to above, provided that

48 1 the Trustees reasonably believe authorisation of the matter to be in the best interests of the Charity,

48 2 the quorum requirement for meetings of the Trustees would be met, even if the presence in the meeting of the Trustee in question and any other Trustee with an interest in the matter were disregarded, and

48 3 authorisation of the matter is agreed to without voting by the Trustee in question or any other Trustee with an interest in the matter, or would be agreed to even if their votes were not counted

### **PROCEEDINGS OF TRUSTEES**

49 Subject to the other provisions of these Articles, the Trustees may regulate their proceedings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.

50 The quorum for the transaction of business by the Trustees may be fixed by the Trustees but shall not be less than one third of their number or two Trustees, whichever is the greater.

51 The Trustees may act notwithstanding any vacancies in their number, but, if the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.

- 52 The Trustees may appoint one of their number to be the chairman of their meetings and may at any time remove him from that office Unless he is unwilling to do so, the Trustee so appointed shall preside at every meeting of Trustees at which he is present But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to be chairman of the meeting
- 53 The Trustees may appoint one or more sub-committees consisting of three or more Trustees for the purpose of making any inquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a sub-committee, provided that all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Trustees
- 54 All acts done by a meeting of Trustees, or of a committee of Trustees, shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote

#### **TRUSTEES' MEETINGS BY TELEPHONE, VIDEO CONFERENCE AND E-MAIL**

- 55 A Trustee may participate in a meeting of the Trustees by telephone, video conference or e-mail A Trustee so participating in a meeting shall be counted when determining whether a quorum is present and may vote on any resolution put to the Trustees as if he or she were physically present in the meeting A meeting of the Trustees in which all of the Trustees participate by telephone, video conference or e-mail shall be validly held provided that a quorum is present and the other provisions of the Articles are complied with
- 56 For the purposes of Article 55 above, a Trustee shall be regarded as participating in a meeting by telephone or video conference if he or she can hear and be heard by each of the other Trustees who are participating in that meeting (whether they are participating by telephone, video conference or in person), and a Trustee shall be regarded as participating in a meeting by e-mail if he or she has read all proposed resolutions (whether by e-mail or otherwise) and has had reasonable opportunity to discuss such proposed resolutions with the other Trustees (whether by e-mail or otherwise) and can at the relevant time communicate by e-mail with each of the other Trustees who are participating in the meeting (whether they are participating by e-mail, in person or otherwise)

### **WRITTEN RESOLUTIONS OF TRUSTEES**

- 57 A resolution in writing, signed by all of the Trustees entitled to receive notice of a meeting of Trustees, shall be as valid and effective as if it had passed at a meeting of Trustees duly convened and held, and a resolution in writing of a committee of the Trustees shall likewise be valid and effective if signed by all of the Trustees entitled to receive notice of that meeting. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.

### **SECRETARY**

- 58 Subject to the provisions of the Companies Legislation, any Secretary shall be appointed by the Trustees for such term, at such remuneration (if not a Trustee) and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

### **MINUTES**

- 59 The Trustees shall keep minutes in books kept for the purpose
- 59 1 of all appointment of officers made by the Trustees, and
- 59 2 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.

### **THE SEAL**

- 60 The seal shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

### **ACCOUNTS**

- 61 Accounts shall be prepared, where required, in accordance with the Companies Legislation and submitted to the Commission, where required, in accordance with the 1993 Act.

### **ANNUAL FILINGS**

- 62 The Trustees shall comply with their obligations under the 1993 Act with regard to the preparation of an annual report and an annual return, and the submission of such documents to the Commission.

## **NOTICES**

- 63 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing
- 64 The Charity may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his address or by leaving it at that address, or by sending it using any commonly-used form of electronic communication to the Member's address. A Member whose registered address is not within the United Kingdom and who gives to the Charity an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Charity
- 65 A Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and, where necessary, of the purposes for which it was called
- 66 Proof that an envelope containing a notice was properly addressed, prepaid and posted, or proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or the electronic communication containing it was sent

## **BANK ACCOUNTS**

- 67 Any bank account in which any part of the assets of the Charity is deposited shall be operated by or shall be under the control of the Trustees and shall indicate the name of the Charity

## **INDEMNITY**

- 68 To the extent permitted by sections 232 to 234 of the 2006 Act, every Trustee or former director of the Charity or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him or it in that capacity

## **RULES**

- 69 The Trustees may from time to time make such rules as they may deem necessary, expedient or convenient for the proper conduct and management of the Charity, and in particular but without prejudice to the generality of the foregoing, they may by such rules regulate

- 69 1 the admission of Members (including the admission of organisations to membership) and the terms and conditions of membership,
  - 69 2 the conduct of Members in relation to one another, and to the Charity's employees,
  - 69 3 the setting aside of the whole or any part of parts of the Charity's premises at any particular time or times or for any particular purpose or purposes,
  - 69 4 the procedure at general meetings and meetings of the Trustees and committees of the Trustees in so far as such procedure is not regulated by the Articles or the Companies Legislation, and
  - 69 5 generally, all such matters as are commonly the subject matter of company rules
- 70 No Rule shall be effective if it would be inconsistent with, or would affect or repeal anything contained in, the Articles Subject to that, any Rule shall be binding on the Members and the Trustees shall adopt such means as they think sufficient to bring the Rules to the notice of the Members

#### **AMENDMENTS**

- 71 Amendments cannot be made to Articles 6, 7 18, 9, 10, 11, 12 above or Article 72 below without the prior written consent of the Commission

#### **DISSOLUTION**

- 72 If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property, such remaining property shall not be paid to or distributed among the Members of the Charity, but shall be transferred to one or more Qualifying Charities nominated in writing by the Members, acting by majority, before or at the time of the Charity's winding-up or dissolution, and if more than one then in such shares as shall be so nominated by the members Subject to any such nomination the remaining property shall be applied for exclusively charitable purposes as directed by the Commission, and subject to that as directed by the courts of England and Wales