

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **9923116**

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

ADF INTERNATIONAL (UK) LIMITED

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 and Wales

Given at Companies House, Cardiff, on **18th December 2015**



N09923116I

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 18/12/2015



X4MHJDF6

*Company Name
in full:* **ADF INTERNATIONAL (UK) LIMITED**

Company Type: **Private limited by guarantee**

*Situation of Registered
Office:* **England and Wales**

*Proposed Register
Office Address:* **MERLIN PLACE MILTON ROAD
CAMBRIDGE
CAMBRIDGESHIRE
UNITED KINGDOM
CB4 0DP**

I wish to adopt entirely bespoke articles

Company Director 1

Type: **Person**
Full forename(s): **MR ROBERT EDWARD**

Surname: **CLARKE**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **AUSTRIA**

Date of Birth: ****/10/1988** *Nationality:* **BRITISH**

Occupation: **NONE**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type: **Person**
Full forename(s): **MR BENJAMIN**

Surname: **BULL**

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: **UNITED STATES**

Date of Birth: ****/11/1950** *Nationality:* **AMERICAN**

Occupation: **NONE**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type: **Person**
Full forename(s): MR ANDREW

Surname: MOORE

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: UNITED KINGDOM

Date of Birth: **/10/1988 *Nationality:* BRITISH

Occupation: NONE

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type: **Person**
Full forename(s): MR PAUL

Surname: COLEMAN

Former names:

Service Address recorded as Company's registered office

Country/State Usually Resident: AUSTRIA

Date of Birth: **/03/1985 *Nationality:* BRITISH

Occupation: NONE

The subscribers confirm that the person named has consented to act as a director.

Statement of Guarantee

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;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: ROBERT EDWARD CLARKE

Address: MERLIN PLACE MILTON ROAD
 CAMBRIDGE
 CAMBRIDGESHIRE
 UNITED KINGDOM
 CB4 0DP

Amount Guaranteed: **£1.00**

Name: BENJAMIN BULL

Address: MERLIN PLACE MILTON ROAD
 CAMBRIDGE
 CAMBRIDGESHIRE
 UNITED KINGDOM
 CB4 0DP

Amount Guaranteed: **£1.00**

Name: ANDREW MOORE

Address: MERLIN PLACE MILTON ROAD
 CAMBRIDGE
 CAMBRIDGESHIRE
 UNITED KINGDOM
 CB4 0DP

Amount Guaranteed: **£1.00**

Name: PAUL COLEMAN

Address: MERLIN PLACE MILTON ROAD
 CAMBRIDGE
 CAMBRIDGESHIRE
 UNITED KINGDOM
 CB4 0DP

Amount Guaranteed: **£1.00**

Name: ALLIANCE DEFENDING FREEDOM

Address: 15100 N. 90TH STREET
SCOTTSDALE
ARIZONA
USA
85260

Amount Guaranteed: £1.00

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated: **Yes**

COMPANY NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
OF
ADF INTERNATIONAL (UK) LIMITED

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.

Name of each subscriber

ROBERT EDWARD CLARKE

ANDREW MOORE

PAUL COLEMAN

BENJAMIN BULL

ALLIANCE DEFENDING FREEDOM

Dated: 18 December 2015

**THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION
OF
ADF INTERNATIONAL (UK) LIMITED**

Adopted on registration

Taylor Vinters LLP
Merlin Place
Milton Road
CAMBRIDGE
CB4 0DP

Tel: 01223 423444
Fax: 01223 423944

Email: caroline.eade@taylorvinters.com

Our Ref: CRE/439673.1

v1

ADF INTERNATIONAL (UK) LIMITED

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1 NAME

- 1.1 The name of the Company is "ADF International (UK) Limited".
- 1.2 The Company is registered under the Companies Act as a company limited by guarantee in England and Wales.

2 DISAPPLICATION OF MODEL ARTICLES

- 2.1 The Articles alone shall constitute the regulations of the Company. The regulations contained in The Model Articles for Private Companies Limited by Guarantee (contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company.

3 OBJECT

- 3.1 The objects of the Company are to advance Christianity and Christian principles and ethics, and in particular to promote and defend freedom of religion, freedom of conscience, freedom of association and freedom of speech for those who belong to the Christian faith, in any part of the world.
- 3.2 Nothing in this constitution shall authorise an application of the property of the Company for the purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and section 2 of the Charities Act (Northern Ireland) 2008.

4 POWERS

- 4.1 The Company has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the Company has power to:
- 4.1.1 borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The Company must comply as appropriate with sections 124 and 125 of the Charities Act 2011, if it wishes to mortgage land;
- 4.1.2 buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.1.3 sell, lease or otherwise dispose of all or any part of the property

belonging to the Company. In exercising this power, the Company must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;

- 4.1.4 employ and remunerate such staff as are necessary for carrying out the work of the Company. The Company may employ or remunerate a Director only to the extent that it is permitted to do so by clause 6 (Benefits and payments to Directors and connected persons) and provided it complies with the conditions of that clause;
- 4.1.5 make grants, gifts or donations to any other person or organisation, including (but not limited to) to Alliance Defending Freedom;
- 4.1.6 deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the Company to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000; and
- 4.1.7 do anything else within the law which promotes or helps to promote the objects.

5 APPLICATION OF INCOME AND PROPERTY

- 5.1 The income and property of the Company must be applied solely towards the promotion of the objects.
 - 5.1.1 A Director is entitled to be reimbursed from the property of the Company or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Company.
 - 5.1.2 A Director may benefit from indemnity insurance cover purchased at the Company's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- 5.2 None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Company.
- 5.3 Nothing in this clause shall prevent a Director or connected person receiving any benefit or payment which is authorised by Clause 6.

6 BENEFITS AND PAYMENTS TO DIRECTORS AND CONNECTED PERSONS

General provisions

- 6.1 No Director or connected person may:
 - 6.1.1 buy or receive any goods or services from the Company on terms preferential to those applicable to members of the public;
 - 6.1.2 sell goods, services, or any interest in land to the Company;
 - 6.1.3 be employed by, or receive any remuneration from, the Company;

unless the payment or benefit is permitted by sub-clauses 6.2 to 6.7 of this clause or authorised by the court or the Charity Commission (“**the Commission**”). In this clause, a “**financial benefit**” means a benefit, direct or indirect, which is either money or has a monetary value.

Scope and powers permitting trustees’ or connected persons’ benefits

- 6.2 A Director or connected person may receive a benefit from the Company as a beneficiary of the Company provided that a majority of the Directors do not benefit in this way.
- 6.3 A Director or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Company where that is permitted in accordance with, and subject to the conditions in, sections 185 to 188 of the Charities Act 2011.
- 6.4 Subject to sub-clause 6.8 of this clause a Director or connected person may provide the Company with goods that are not supplied in connection with services provided to the Company by the Director or connected person.
- 6.5 A Director or connected person may receive interest on money lent to the Company at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- 6.6 A Director or connected person may receive rent for premises let by the

Director or connected person to the Company. The amount of the rent and the other terms of the lease must be reasonable and proper. The Director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.

- 6.7 A Director or connected person may take part in the normal trading and fundraising activities of the Company on the same terms as members of the public.

Payment for supply of goods only – controls

- 6.8 The Company and its Directors may only rely upon the authority provided by sub-clause 6.4 of this clause if each of the following conditions is satisfied:

- 6.8.1 The amount or maximum amount of the payment for the goods is set out in a written agreement between the Company and the Director or connected person supplying the goods (“the supplier”).

- 6.8.2 The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.

- 6.8.3 The other Directors are satisfied that it is in the best interests of the Company to contract with the supplier rather than with someone who is not a Director or connected person. In reaching that decision the Directors must balance the advantage of contracting with a Director or connected person against the disadvantages of doing so.

- 6.8.4 The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Company.

- 6.8.5 The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Directors is present at the meeting.

- 6.8.6 The reason for their decision is recorded by the Directors in the minute book.

6.8.7 A majority of the Directors then in office are not in receipt of remuneration or payments authorised by clause 6.

6.9 In this clause 6:

6.9.1 **"the Company"** includes any company in which the Company:

(i) holds more than 50% of the shares; or

(ii) controls more than 50% of the voting rights attached to the shares; or

(iii) has the right to appoint one or more directors to the board of the company;

6.9.2 **"connected person"** includes any person within the definition set out in clause 30 (Interpretation).

7 CONFLICTS OF INTEREST AND CONFLICTS OF LOYALTY

7.1 A Director must:

7.1.1 declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared; and

7.1.2 absent himself or herself from any discussions of the Directors in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the Company and any personal interest (including but not limited to any financial interest).

7.2 Any Director absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the Director on the matter.

8 LIABILITY OF MEMBERS TO CONTRIBUTE TO THE ASSETS OF THE COMPANY IF IT IS WOUND UP

8.1 If the Company is wound up, each member of the Company is liable to contribute to the assets of the Company such amount (but not more than £1) as may be required for payment of the debts and liabilities of the Company contracted before that person ceases to be a member, for

payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing members among themselves.

8.2 In sub-clause 8.1 of this clause “member” includes any person who was a member of the Company within 12 months before the commencement of the winding up.

8.3 But subject to that, the members of the Company have no liability to contribute to its assets if it is wound up, and accordingly have no personal responsibility for the settlement of its debts and liabilities beyond the amount that they are liable to contribute.

9 DIRECTORS

Functions and duties of Directors

9.1 The Directors shall manage the affairs of the Company and may for that purpose exercise all the powers of the Company. It is the duty of each Director:

9.1.1 to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of the Company in the way he or she decides in good faith would be most likely to further the purposes of the Company; and

9.1.2 to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:

(i) any special knowledge or experience that he or she has or holds himself or herself out as having; and,

(ii) if he or she acts as a Director of the Company in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

Eligibility for directorship

9.2 Every Director must be a natural person.

9.3 No individual may be appointed or re-appointed as a Director of the Company:

- 9.3.1 if he or she is under the age of 16 years; or
- 9.3.2 if he or she would automatically cease to hold office under the provisions of clause 12.1.5.
- 9.4 No one is entitled to act as a Director whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the Directors decide, his or her acceptance of:
 - 9.4.1 the office of Director; and
 - 9.4.2 any statement of faith that is attached to this constitution or has subsequently been adopted by resolution of the trustees of the Company as forming part of the definition of biblical Christianity; and
 - 9.4.3 any other conditions or requirements that the trustees of the Company may reasonably impose in order to ensure that the candidate is an appropriate person to be appointed as a trustee.
- 9.5 At least one of the trustees of the Company must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustees may only act to call a meeting of the Directors, or appoint a new Director.

Number of Directors

- 9.6 There must be at least three Directors. If the number falls below this minimum, the remaining Directors may act only to call a meeting of the Company, or appoint a new Director.
- 9.7 The maximum number of Directors is nine. The Directors may not appoint any Directors if as a result the number of Directors would exceed the maximum.

First Directors

- 9.8 The first Directors are as follows, and are appointed for the following initial terms –

Paul Coleman..... for 4 years

Robert Clarke..... for 3 years

Benjamin Bull..... for 2 years

Andrew Moore..... for 2 years

10 APPOINTMENT OF DIRECTORS

10.1 Apart from the first Directors, every Director must be appointed for a term of three years by a resolution passed at a properly convened meeting of the Directors.

10.2 Subject to clauses 9 and 12, a Director whose term of office has expired (whether under clause 9.8 or 10.1) shall be eligible for reappointment for a further three year term by majority decision of the remaining Directors, and there shall be no maximum on the number of terms of office which a Director may serve.

10.3 In selecting individuals for appointment as Director, the Directors must have regard to the skills, knowledge and experience needed for the effective administration of the Company.

10.4 Any appointment or reappointment of a Director shall be subject to review by Alliance Defending Freedom. In relation to any decision to appoint or reappoint a Director under clauses 10.1 or 10.2, the Directors shall provide Alliance Defending Freedom with written notice of the resolution to make the appointment, and the resolution shall only take effect if, within 30 days of the date of that notice, Alliance Defending Freedom does not provide written objection to the appointment or reappointment of the prospective Director.

11 INFORMATION FOR NEW DIRECTORS

11.1 The Directors will make available to each new Director, on or before his or her first appointment:

11.1.1 a copy of the current version of this constitution (including any statements of faith adopted by the Directors); and

11.1.2 a copy of the Company's latest Directors' Annual Report and statement of accounts.

12 RETIREMENT AND REMOVAL OF DIRECTORS

12.1 A Director ceases to hold office if he or she:

- 12.1.1 retires by notifying the Company in writing (but only if enough Directors will remain in office when the notice of resignation takes effect to form a quorum for meetings);
- 12.1.2 is absent without the permission of the Directors from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
- 12.1.3 dies;
- 12.1.4 in the written opinion, given to the Company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- 12.1.5 is disqualified from acting as a Directors by virtue of sections 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision); or
- 12.1.6 is removed by resolution of the Directors on the grounds that he/she is guilty of conduct detrimental to, or of acting in any way that may undermine, the objects or reputation of the Company (including, but not limited to, any action which is inconsistent with any statement of faith that is attached to this constitution or has subsequently been adopted by resolution of the Directors as forming part of the definition of biblical Christianity); or
- 12.1.7 is removed by Alliance Defending Freedom by written notice to the Director concerned and to the other Directors on the grounds that he/she is guilty of conduct detrimental to, or of acting in any way that may undermine, the objects or reputation of the Company (including, but not limited to, any action which is inconsistent with any statement of faith that is attached to this constitution or has subsequently been adopted by resolution of the Directors as forming part of the definition of biblical Christianity).

13 TAKING OF DECISIONS BY DIRECTORS

- 13.1 Any decision may be taken either:

- 13.1.1 at a meeting of the Directors; or
- 13.1.2 by resolution in writing or electronic form agreed by all of the Directors, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more Directors has signified their agreement.

14 **DELEGATION BY DIRECTORS**

- 14.1 The Directors may delegate the day to day management of the Company to any other person, as they see fit (subject to any conditions the Directors may impose).
- 14.2 The Directors shall have power to delegate any of their functions to committees, provided that:
 - 14.2.1 At least one Director is a chair of any such committee, and a meeting of the committee will not be quorate unless that Director (or another Director deputised to take their place) is present;
 - 14.2.2 All proceedings and decisions of such committees must be reported promptly to the Directors;
 - 14.2.3 No expenditure may be incurred or committed by such a committee on behalf of the Company except in accordance with a budget or expenditure limits previously agreed by the Directors; and
 - 14.2.4 Any representatives appointed to any such committee may be delegated such powers as the Directors see fit in order to carry out their duties, whether by contract, power of attorney or otherwise.
- 14.3 Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors (including in relation to conflicts of interest), in so far as they are capable of applying, save that the Director appointed to any committee may exercise a right of veto over any decision made by the committee with which he/she is not in favour, in which case they shall refer the matter to the Directors for resolution.

15 **MEETINGS OF DIRECTORS**

Calling meetings

- 15.1 Any two Directors may call a meeting of the Directors.
- 15.2 Subject to that, the Directors shall decide how their meetings are to be called, and what notice is required.

Chairing of meetings

- 15.3 The Directors may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the Directors present may appoint one of their number to chair that meeting.

Procedure at meetings

- 15.4 No decision shall be taken at a meeting unless a quorum is present at the time when the decision is taken. The quorum is three Directors, or the number nearest to one third of the total number of Directors, whichever is greater, or such larger number as the Directors may decide from time to time. A Director shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.
- 15.5 Questions arising at a meeting shall be decided by a majority of those eligible to vote. For the avoidance of doubt, in the event of a tied vote, the decision shall be treated as not approved.

Participation in meetings by electronic means

- 15.6 A meeting may be held by suitable electronic means agreed by the Directors in which each participant may communicate with all the other participants.
- 15.7 Any Director participating at a meeting by suitable electronic means agreed by the Directors in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
- 15.8 Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes.

16 MEMBERSHIP OF THE COMPANY

16.1 The members of the Company shall be:

16.1.1 its Directors for the time being; and

16.1.2 Alliance Defending Freedom.

16.2 The only persons eligible to be members of the Company are its Directors and Alliance Defending Freedom.

16.3 Membership of the Company cannot be transferred to anyone else.

16.4 Any member and Director who ceases to be a Director automatically ceases to be a member of the Company.

16.5 Alliance Defending Freedom will cease to be a member of the Company if:

16.5.1 It ceases to exist; or

16.5.2 It sends a notice of its resignation as a member to the Directors.

16.6 It is the duty of each member of the Company to exercise his or her powers as a member of the Company in the way he or she decides in good faith would be most likely to further the purposes of the Company.

17 DECISIONS WHICH MUST BE MADE BY THE MEMBERS OF THE COMPANY

17.1 Any decision to:

17.1.1 amend the constitution of the Company;

17.1.2 amalgamate the Company with, or transfer its undertaking to, one or more other Companies, in accordance with the Charities Act 2011; or

17.1.3 wind up or dissolve the Company (including transferring its business to any other charity)

must be made by a resolution of the members of the Company (rather than a resolution of the Directors).

17.2 Decisions of the members may be made either:

- 17.2.1 by resolution at a general meeting; or
- 17.2.2 by resolution in writing, in accordance with sub-clause 17.4 of this clause.
- 17.3 Any decision specified in sub-clause 17.1 of this clause must be made in accordance with the provisions of clause 28 (amendment of constitution), clause 29 (Voluntary winding up or dissolution), or the provisions of the Charities Act 2011. Those provisions require the resolution to be agreed by a 75% majority of those members voting at a general meeting, or agreed by all members in writing.
- 17.4 Subject to sub-clauses 17.1 and 17.3, except where a resolution in writing must be agreed by all the members, such a resolution may be agreed by a simple majority of all the members who are entitled to vote on it. Such a resolution shall be effective provided that:
 - 17.4.1 a copy of the proposed resolution has been sent to all the members eligible to vote; and
 - 17.4.2 the required majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature, by a statement of their identity accompanying the document, or in such other manner as the Company has specified.
- 17.5 The resolution in writing may comprise several copies to which one or more members has signified their agreement. Eligibility to vote on the resolution is limited to members who are members of the Company on the date when the proposal is first circulated.
- 17.6 A corporate body that is a member of the Company may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the Company, or in agreeing to a resolution in writing of the members, and shall notify the Directors in writing of any such authorisation.
- 17.7 The representative of any corporate body that is a member of the Company is entitled to exercise the same powers on behalf of the

corporate body as the corporate body could exercise as an individual member of the Company.

18 GENERAL MEETINGS OF MEMBERS

Calling of general meetings of members

- 18.1 The Directors may designate any of their meetings as a general meeting of the members of the Company. The purpose of such a meeting is to discharge any business which must by law be discharged by a resolution of the members of the Company as specified in clause 17 (Decisions which must be made by the members of the Company).

Notice of general meetings of members

- 18.2 The minimum period of notice required to hold a general meeting of the members of the Company is 14 days.
- 18.3 Except where a specified period of notice is strictly required by another clause in this constitution, or by the Charities Act 2011, a general meeting may be called by shorter notice if it is so agreed by a majority of the members of the Company.
- 18.4 Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.

Procedure at general meetings of members

- 18.5 The provisions in sub-clauses 15.3 to 15.6 governing the chairing of meetings, procedure at meetings and participation in meetings by electronic means apply to any general meeting of the members, with all references to trustees to be taken as references to members.

19 SAVING PROVISIONS

- 19.1 Subject to sub-clause 19.2 of this clause, all decisions of the Directors, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director:

- 19.1.1 who was disqualified from holding office;
- 19.1.2 who had previously retired or who had been obliged by the constitution to vacate office;
- 19.1.3 who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that Director and that Director being counted in the quorum, the decision has been made by a majority of the Directors at a quorate meeting.

- 19.2 Sub-clause 19.1 of this clause does not permit a Director to keep any benefit that may be conferred upon him or her by a resolution of the Directors or of a committee of Directors if, but for sub-clause 19.1, the resolution would have been void, or if the Director has not complied with clause 7 (Conflicts of interest).

20 **EXECUTION OF DOCUMENTS**

- 20.1 The Company shall execute documents either by signature or by affixing its seal (if it has one)
- 20.2 A document is validly executed by signature if it is signed by at least two of the Directors.
- 20.3 If the Company has a seal the seal must only be used by the authority of the Directors or of a committee of Directors duly authorised by the Directors. The Directors may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by two Directors.

21 **USE OF ELECTRONIC COMMUNICATIONS** **General**

- 21.1 The Company will:
 - 21.1.1 within 21 days provide to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
 - 21.1.2 any requirements to provide information to the Commission in a particular

form or manner.

22 USE OF ELECTRONIC COMMUNICATIONS

To the Company

- 22.1 Any member or Director of the Company may communicate electronically with the Company to an address specified by the Company for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the Company.

By the Company

- 22.2 Any member or Director of the Company, by providing the Company with his or her email address or similar, is taken to have agreed to receive communications from the Company in electronic form at that address, unless the member has indicated to the Company his or her unwillingness to receive such communications in that form.

- 22.3 The Directors may, subject to compliance with any legal requirements, by means of publication on its website:

- 22.3.1 provide the members with the notice referred to in clause 18.2 (Notice of general meetings);

- 22.3.2 give Directors notice of their meetings in accordance with clause 18.1 (Calling meetings); and

- 22.3.3 submit any proposal to the members or Directors for decision by written resolution or postal vote in accordance with the Company's powers under clause 17 (Members' decisions) or 17.4 (Decisions taken by resolution in writing).

- 22.4 The Directors must:

- 22.4.1 take reasonable steps to ensure that members and Directors are promptly notified of the publication of any such notice or proposal; and

- 22.4.2 send any such notice or proposal in hard copy form to any member or Director who has not consented to receive communications in electronic form.

23 KEEPING OF REGISTERS

23.1 The Company must comply with its obligations in relation to the keeping of, and provision of access to, a (combined) register of its members and Directors.

24 MINUTES

24.1 The Directors must keep minutes of all:

24.1.1 appointments of officers made by the Directors;

24.1.2 proceedings at general meetings of the Company;

24.1.3 meetings of the Directors and committees of Directors including:

24.1.3.1 the names of the Directors present at the meeting;

24.1.3.2 the decisions made at the meetings; and

24.1.3.3 where appropriate the reasons for the decisions;

24.1.4 decisions made by the Directors otherwise than in meetings.

25 ACCOUNTING RECORDS, ACCOUNTS, ANNUAL REPORTS AND RETURNS, REGISTER MAINTENANCE

25.1 The Directors must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of account, and to the preparation of annual reports and returns. The statements of account, reports and returns must be sent to the Charity Commission, regardless of the income of the Company, within 10 months of the financial year end.

25.2 The Directors must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the Company entered on the Central Register of Charities.

26 RULES

26.1 The Directors may from time to time make such reasonable and proper rules or byelaws as they may deem necessary or expedient for the proper conduct and management of the Company, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made

available to any member of the Company on request.

27 DISPUTES

27.1 If a dispute arises between members of the Company about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

28 AMENDMENT OF CONSTITUTION

28.1 As provided by sections 224-227 of the Charities Act 2011:

28.1.1 This constitution can only be amended:

28.1.1.1 by resolution agreed in writing by all members of the Company; or

28.1.1.2 by a resolution passed by a 75% majority of those voting at a general meeting of the members of the Company called in accordance with clause 18 (General meetings of members).

28.1.2 Any alteration of clause 2 (Objects), clause 29 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by Directors or members of the Company or persons connected with them, requires the prior written consent of the Charity Commission.

28.1.3 No amendment that is inconsistent with the provisions of the Charities Act 2011 shall be valid.

28.1.4 A copy of every resolution amending the constitution, together with a copy of the Company's constitution as amended must be sent to the Commission by the end of the period of 15 days beginning with the date of passing of the resolution, and the amendment does not take effect until it has been recorded in the Register of Charities.

29 VOLUNTARY WINDING UP OR DISSOLUTION

29.1 The Company may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the Company can only be made:

- 29.1.1 at a general meeting of the members of the Company called in accordance with clause 18 (General meetings of members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
 - 29.1.1.1 by a resolution passed by a 75% majority of those voting, or
 - 29.1.1.2 by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
- 29.1.2 by a resolution agreed in writing by all members of the Company.
- 29.2 Subject to the payment of all the Company's debts:
 - 29.2.1 Any resolution for the winding up of the Company, or for the dissolution of the Company without winding up, may contain a provision directing how any remaining assets of the Company shall be applied.
 - 29.2.2 If the resolution does not contain such a provision, the Directors must decide how any remaining assets of the Company shall be applied.
 - 29.2.3 In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the Company.
- 29.3 The Company must observe certain requirements in applying to the Commission for the Company to be removed from the Register of Charities, and in particular:
 - 29.3.1 the Directors must send with their application to the Commission:
 - 29.3.1.1 a copy of the resolution passed by the members of the Company;
 - 29.3.1.2 a declaration by the Directors that any debts and other liabilities of the Company have been settled or otherwise provided for in full; and
 - 29.3.1.3 a statement by the Directors setting out the way in which any property of the Company has been or is to be applied prior to its dissolution in accordance with this constitution;
 - 29.3.2 the Directors must ensure that a copy of the application is sent within

seven days to every member and employee of the Company, and to any Director of the Company who was not privy to the application.

30 **INTERPRETATION**

30.1 In this constitution:

30.1.1 **“Alliance Defending Freedom”** means a Virginia Non-Stock Corporation with corporate offices located at 15100 N. 90th Street, Scottsdale, AZ 85260, established in 1993 and registered as a non-profit under s501(c)(3) of the United States Internal Revenue Code.

30.1.2 **“connected person”** means:

30.1.2.1 a child, parent, grandchild, grandparent, brother or sister of the Director;

30.1.2.2 the spouse or civil partner of the Director or of any person falling within sub-clause 30.1.1 above;

30.1.2.3 a person carrying on business in partnership with the Director or with any person falling within sub-clause 30.1.2.1 or 30.1.2.2 above;

30.1.2.4 an institution which is controlled:

 a) by the Director or any connected person falling within sub-clauses 30.1.2.1, 30.1.2.2, or 30.1.2.3 above; or

 b) by two or more persons falling within sub-clause 30.1.2.4(a), when taken together.

30.1.2.5 a body corporate in which:

 (i) the Director or any connected person falling within sub-clauses 30.1.2.1 to 30.1.2.3 has a substantial interest; or

 (ii) two or more persons falling within sub-clause 30.1.2.5(i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

30.1.3 **“Christianity”** means Christianity that is in accordance with the Bible, and as is more particularly defined in the Statement of Faith and in all

such other doctrinal statements as the Trustees shall determine by resolution passed by 75% of them (and any amendment to such statements shall only be made by a resolution of the Trustees which is passed by a majority of 75% or more voting in favour).

30.1.4 “**Director**” means a director of the Company;

30.1.5 “**Statement of Faith**” means the statement attached at Appendix 1.

30.1.6 “**written**” or “**in writing**” refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper.

Appendix 1

Statement of Faith and Guiding Principles

Statement of Faith

We believe the Bible to be the inspired, infallible, authoritative Word of God.

We believe that there is one God, eternally existent in three persons: Father, Son and Holy Spirit.

We believe in the deity and humanity of Christ, in His virgin birth, in His sinless life, in His miracles, in His vicarious and atoning death through His shed blood, in His bodily resurrection, in His ascension to the right hand of the Father, in His present rule as Head of the Church and in His personal return in power and glory.

We believe that for the salvation of lost and sinful men regeneration by the Holy Spirit is absolutely essential.

We believe in the present ministry of the Holy Spirit, by whose indwelling the Christian is enabled to live a godly life.

We believe that all those who die in God's grace through faith are assured eternal salvation; those who die in a state of sin and unbelief suffer the punishment of Hell.

We believe in the spiritual unity of believers in our Lord Jesus Christ, with equality across racial, gender, and class differences.

Guiding Principles

We are:

- **Christ-Centered:** We rely solely upon God's redemptive grace for our existence, our vision, and our sustenance, trusting in His sovereignty as we seek to convey hope to all we serve.
- **Servant-Oriented:** We are committed to anticipating and meeting the legal needs of those dedicated to preserving religious liberty.
- **Committed to Victory:** We will prayerfully enter every battle expecting to win, while always demonstrating respect toward those who oppose us.
- **Committed to Excellence:** We are dedicated to achieving superior quality and exceptional results in defending and advocating for the right of people to freely live out their faith.
- **Committed to Stewardship:** We acknowledge that all resources are a gift from God and hold ourselves to the highest standards of accountability to Him and those who support our efforts.