

ISLAMIC RELIEF WORLDWIDE  
COMPANY NO: 2365572

THE COMPANIES ACT 2006

SPECIAL RESOLUTION

RESOLUTION:

Pursuant to the Companies Act 2006 and, pursuant to Section 198 of the Charities Act 2011, the consent of the Charity Commission of England and Wales having been obtained and, pursuant to under section 16(2)(a) of the Charities and Trustee Investment (Scotland) Act 2005, the consent of the Office for the Scottish Regulator having been obtained, Islamic Relief Worldwide on the 15 February 2020 at its Extraordinary General Meeting of the members of the above-named Company, duly convened and held at HAD, 22-24 Sampson Road North, Birmingham B11 1BL on the aforesaid date, the following Special Resolution was duly passed:-

The existing Articles of Islamic Relief Worldwide in their entirety be removed and substituted for the new Articles of Association attached to this resolution.  
Signed



Khaleel Desai  
Company Secretary  
Islamic Relief Worldwide  
19 Rea Street South, Digbeth, Birmingham, B5 6LB, England

Date: 16 February 2020

THURSDAY



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COMPANIES HOUSE

Companies Acts 1985 to 2006  
Company Limited by Guarantee

**ARTICLES OF ASSOCIATION**  
of  
**ISLAMIC RELIEF WORLDWIDE**

As amended by Special Resolution on the 15<sup>th</sup> day of February 2020

## CONTENTS

Article		
1.	<b>Objects</b> .....	3
2.	<b>Powers</b> .....	4
3.	<b>Indemnity</b> .....	6
4.	<b>Rules</b> .....	6
5.	<b>The Trustees</b> .....	7
6.	<b>Benefits and Conflicts</b> .....	8
7.	<b>Membership</b> .....	9
8.	<b>Limited Liability</b> .....	10
9.	<b>Guarantee</b> .....	10
10.	<b>Dissolution of the Charity and Amendments to the Constitution</b> .....	10
11.	<b>Definitions</b> .....	Error! Bookmark not defined.

In the name of Allah, the Most Gracious, the Most Merciful

Companies Acts 1985 to 2006

Company Limited by Guarantee

## **Articles of Association**

of

### **Islamic Relief Worldwide**

#### **1. Objects**

1.1 The **Objects** of the **Charity** are, as a practical manifestation and application of the humanitarian values inspired and guided by the Islamic faith, to promote for the public benefit:

1.1.1 the alleviation of human suffering for those who are the victims of war or natural disaster, trouble, inequalities, injustices or catastrophe and the prevention or relief of poverty or financial hardship by:

- a. providing humanitarian assistance and other means of saving lives;
- b. raising awareness and advocating for those in need;
- c. advancing conflict resolution and reconciliation;
- d. promoting religious and human harmony.

1.1.2 To promote sustainable development that meets the needs of the present without compromising the ability of future generations to meet their own needs for the benefit of the public by:-

- a. the preservation, conservation and the protection of the environment and the prudent use of natural resources;
- b. the relief of poverty and the improvement of the conditions of life in socially and economically disadvantaged communities;
- c. the promotion of sustainable means of achieving economic growth and regeneration.

1.1.3 to advance and promote education by providing and assisting in the provision of facilities for education, in each case for the public benefit anywhere in the world;

1.1.4 to advance health by the provision of financial or other assistance, including medicines, hospitals and other means, in each case for the public benefit anywhere in the world; and

1.1.5 the advancement of such other charitable purposes as may from time to time be determined and agreed by the **Trustees**.

1.2 The Charity will advance the **Objects** regardless of race, gender or religious background.

1.3 Nothing in these **Articles** shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 Charities and Trustee Investment (Scotland) Act 2005.

## 2. **Powers**

2.1 The Charity has the following powers, which may be exercised only in promoting the Objects, to:-

- 2.1.1 make grants to any institution, organisation or individual(s);
- 2.1.2 set up schools, educational establishments and other places of education;
- 2.1.3 set up nurseries, hospitals and clinics and distribute medicine and medical equipment as well as provide medical expertise;
- 2.1.4 construct houses and other forms of accommodation;
- 2.1.5 supply water, sanitation and hygiene facilities to include construction of water and treatment systems;
- 2.1.6 provide and assist in the provision of money, materials or other help to beneficiaries;
- 2.1.7 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 2.1.8 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;
- 2.1.9 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 2.1.10 provide or procure the provision of counselling and guidance;
- 2.1.11 provide or procure the provision of advice or information;
- 2.1.12 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 2.1.13 enter into contracts to provide services to or on behalf of other bodies;
- 2.1.14 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;

- 2.1.15 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the **Charities Act 2011**);
- 2.1.16 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 2.1.17 set aside funds for special purposes or as reserves against future expenditure;
- 2.1.18 invest the Charity's money not immediately required for its Objects in or upon any investments, securities, or property;
- 2.1.19 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 2.1.20 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or Charity;
- 2.1.21 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 2.1.22 accept (or disclaim) gifts of money and any other property;
- 2.1.23 raise funds by way of subscription, donation or otherwise;
- 2.1.24 trade in the course of carrying out the Objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 2.1.25 incorporate and acquire subsidiary companies to carry on any trade;
- 2.1.26 subject to Article 6 (Benefits and conflicts):
  - (a) engage and pay employees, consultants and professional or other advisers; and
  - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 2.1.27 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 2.1.28 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any

charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's Objects);

- 2.1.29 undertake and execute charitable trusts;
- 2.1.30 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Charity, including (without limitation) by creating permanent endowments;
- 2.1.31 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 2.1.32 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 2.1.33 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 2.1.34 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 2.1.35 provide **Indemnity insurance** for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "**charity trustees**" in the said Section 189 shall be treated as references to officers of the Charity); and
- 2.1.36 do all such other lawful things as may further the Charity's Objects.

### 3. **Indemnity**

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

### 4. **Rules**

- 4.1 The management of the Charity and its affairs shall be subject to the **Rules**.
- 4.2 Subject to Article 4.3, the Trustees may from time to time make proposals for the repeal or alteration of the Rules of the Charity as they think fit. The Rules shall be amended in accordance with its provisions. The Rules shall be binding on all Members and **Non-Voting Members**, provided that any new or amended Rule shall not take effect until 30 days following the notification of such new or amended Rule to the Members and Non-Voting Members. No Rule shall be inconsistent with the Companies Acts, the Articles or any rule of law. To the extent that any provision of the Rules conflicts with these Articles, these Articles shall take precedence.

- 4.3 The Rules may regulate the following matters but are not restricted to them:
- 4.3.1 the duties of any officers or employees of the Charity;
  - 4.3.2 any subscriptions, fees or payments to be made by Members and Non-Voting Members;
  - 4.3.3 the conduct of Members and Non-Voting Members in relation to one another, and in relation to the Charity's employees and volunteers;
  - 4.3.4 the conduct of business of the Trustees or any committee (including, without limitation, how the Board of Trustees makes decision and how such rules are to be recorded or communicated to Trustees);
  - 4.3.5 the procedure at general meetings;
  - 4.3.6 any of the matters or things within the powers or under the control of the Trustees; and
  - 4.3.7 generally, all such matters as are commonly the subject matter of charity's Rules.
- 4.4 The Voting Members may by ordinary resolution have the power to alter, add to or repeal any Rules made by the Trustees.
5. **The Trustees**
- 5.1 The Trustees as **Charity Trustees** have control of the Charity and its property and funds. The Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.
- 5.2 Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees. Subsequent Trustees are elected by the Voting Members in accordance with the Rules.
- 5.3 The appointment, retirement and proceedings of Trustees are regulated by the Rules.
- 5.4 A Trustee may not act as a Trustee unless he/she:-
- 5.4.1 is also a Voting Member or a Member's authorised representative; and
  - 5.4.2 the individual has signed a written declaration of willingness to act as a Charity Trustee.
- 5.5 **Members' reserve power**
- 5.5.1 The Voting Members may, by **Special Resolution**, direct the Trustees to take, or refrain from taking, specified action.
- 5.5.2 No such Special Resolution invalidates anything which the Trustees have done before the passing of the resolution.
- 5.6 **Chair**



The Trustees may appoint one of their number to be the chair of the Board of Trustees, Treasurer, or any other honorary officer of the Charity for such term of office as they determine and may at any time remove him or her from that office.

**5.7 Trustees may delegate**

Subject to these Articles and the Rules, the Trustees may delegate any of their powers or functions to any committee and the implementation of their decisions or day-to-day management of the affairs of the Charity to any person or committee.

**6. Benefits and conflicts**

**6.1** The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:-

**6.1.1** Members, Trustees and **Connected Persons** may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and

**6.1.2** Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other beneficiaries.

**6.2** A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:

**6.2.1** as mentioned in Articles 6.1 or 6.3;

**6.2.2** reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;

**6.2.3** the benefit of **Indemnity Insurance** as permitted by the Charities Act;

**6.2.4** pursuant to Article 3, an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings); and

**6.2.5** in exceptional cases, other payments or benefits (but only with the written consent of the **Charity Commission** in advance and, where required by the Companies Act, the approval of the Voting Members).

**6.3** No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6.2.5, but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:

**6.3.1** the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;

**6.3.2** the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and

- 6.3.3 no more than one third of the Trustees are subject to such a contract in any financial year.
- 6.4 Subject to Article 6.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
  - 6.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;
  - 6.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
  - 6.4.3 not be counted in the quorum for that part of the meeting; and
  - 6.4.4 be absent during the vote and have no vote on the matter.
- 6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee, authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:-
  - 6.5.1 continue to participate in discussions leading to the making of a decision and/or to vote; and/or
  - 6.5.2 disclose to a third party information confidential to the Charity; and/or
  - 6.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; and/or
  - 6.5.4 refrain from taking any step required to remove the conflict.
- 7. **Membership**
  - 7.1 The Charity must maintain a register of Members.
  - 7.2 The Charity's membership contains Voting Members and Non-Voting Members. Only Voting Members shall be recognised as Members for the purposes of company law. Non-Voting Members are not members of the Charity as recognised by these Articles or for the purposes of company law. The Members and Non-Voting Members may be collectively referred to as the International General Assembly.
  - 7.3 There shall be the following categories of Voting Member:
    - 7.3.1 **National Entity Members;**
    - 7.3.2 **Independent Members;** and
    - 7.3.3 **Trustee Members.**

7.4 The Voting Members may establish different classes of Members and recognise one or more classes of supporters who are not Members for the purposes of these Articles or company law (but who may nevertheless be termed 'members') such as non-voting members and set out their respective rights and obligations.

7.5 Detailed provisions around Membership categories and Member procedures including general meetings are set out in the Rules.

## **8. Limited Liability**

8.1 The liability of Voting Members is limited.

## **9. Guarantee**

9.1 Every Voting Member promises, if the Charity is dissolved while he/she remains a Voting Member or within one calendar year after he/she ceases to be a Voting Member, to pay up to £1 towards:

9.1.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Voting Member;

9.1.2 payment of the costs, charges and expenses of winding up; and

9.1.3 the adjustment of rights of contributors among themselves.

## **10. Dissolution of the Charity and Amendments to the Constitution**

10.1 At any time before, and in expectation of, the winding up or dissolution of the Charity, the Voting Members of the Charity may:-

10.1.1 following a resolution of the Voting Members passed by consent of all Voting members entitled to vote; or

10.1.2 in the absence of the required resolution in Article 10.1.1, following a vote at a meeting convened in accordance with the Companies Act and passed by a resolution on a vote of at least seventy five per cent (75%) of all the Voting Members entitled to vote,

authorise the Trustees, to resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Charity be applied or transferred in any of the following ways:

10.1.3 directly for the Objects of the Charity; or

10.1.4 to any National Entity Member, provided that that National Entity Member is legally obliged to use the assets:

(a) for purposes similar to the Objects of the Charity; or

(b) for use for particular purposes that fall within the Objects of the Charity; or

- 10.1.5 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:
- (a) for purposes similar to the Objects of the Charity; or
  - (b) for use for particular purposes that fall within the Objects of the Charity.
- 10.2 In no circumstances shall the net assets of the Charity be paid to or distributed among the Members of the Charity under this Article 10 (except to a Member that is itself an institution chosen to benefit under this Article 10).
- 10.3 If no resolution is passed in accordance with Article 10.1, the net assets of the Charity shall be applied for such purposes regarded as charitable under the law of the United Kingdom as are directed by the Charity Commission.
- 10.4 The Memorandum and Articles may be amended only by the Voting Members of the Charity:-
- 10.4.1 following a resolution of the Voting Members passed by consent of all Voting Members entitled to vote; or
  - 10.4.2 in the absence of the required resolution in Article 10.4.1, following a resolution at a meeting convened in accordance with the Companies Act and passed by a vote of at least 75% of all the Voting Members entitled to vote.
- 10.5 Any alteration to Article 1 (*Objects*), Article 10.1 to 10.3 (*Dissolution*) or any alteration of any provision where the alteration would provide authorisation for any benefit to be obtained by Trustees or Members of the Charity or persons connected with them, needs prior written approval of the Charity Commission.
- 11. Definitions**
- 11.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity
- 11.2 In the Articles, unless the context indicates another meaning:
- “Articles”** means these articles of association of the Charity and **“Article”** refers to a particular article, , which Article or Articles may be amended only by the Voting Members in accordance with these Articles and the Rules;
  - “Charity”** means Islamic Relief Worldwide, the company governed by these Articles;
  - “Charities Act”** means the Charities Acts 1992 to 2011;
  - “Charity Commission”** means the Charity Commission for England and Wales or any body which replaces it;

<b>"Charity Trustee"</b>	has the meaning prescribed by the Charities Act;
<b>"Companies Act"</b>	means the Companies Acts 1985 to 2006;
<b>"Conflicted Trustee"</b>	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is <i>receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance)</i> from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
<b>"Connected Person"</b>	<p>means, in relation to a Trustee, any person falling within any of the following categories:</p> <p>(a) any spouse, parent, child, brother, sister, grandparent or grandchild of the Trustee; or</p> <p>(b) the spouse of any person in (a); or</p> <p>(c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or</p> <p>(d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;</p>
<b>"Constitution"</b>	means this Memorandum and the Articles and any Special Resolutions relating to them;
<b>"Indemnity Insurance"</b>	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
<b>"Independent Member"</b>	means a natural person admitted as an independent Member in accordance with the Rules;
<b>"Member"</b>	means a member of the Charity admitted to membership in accordance with the Rules and which shall, for the avoidance of doubt, exclude

	Non-Voting Members, and <b>“Membership”</b> shall be construed accordingly;
<b>“National Entity Member”</b>	means a corporate entity registered in a jurisdiction other than England that is admitted as a Member in accordance with the Rules;
<b>“Non-Voting Member”</b>	Means a legal entity admitted as a non-voting supporter of the Charity in accordance with the Rules. Non-Voting Members are not members of the Charity as recognised by these Articles or for the purposes of company law.
<b>“Objects”</b>	means the objects of the Charity as set out in Article 1;
<b>“Rules”</b>	means the rules adopted by the Trustees (as approved by the Members), as they may be amended from time to time in accordance with their terms;
<b>“Special Resolution”</b>	means a resolution of which at least 14 days’ notice has been given for a meeting of the Voting Members and, at the meeting at which a quorum of Voting Members is present, the resolution is agreed to by a seventy-five percent (75%) majority of the Voting Members present and voting at a general meeting or in the case of a <b>Written Resolution</b> by Voting Members who together hold seventy-five percent (75%) of the voting rights. Where applicable, ‘Voting Members’ in this definition means a class of Members entitled to vote as defined in 7.3.;
<b>“Trustee”</b>	means a trustee of the Charity who serves as trustee on the Board of Trustees, and includes any person occupying the position of trustee, by whatever name called;
<b>“Trustee Member”</b>	means a Trustee appointed as a Member under the Rules; and
<b>“Vote” or “Voting”</b>	is governed by simple majority rule except where a supermajority or unanimous vote is required by these Articles, by the Rules, or by applicable law;
<b>“Voting Member”</b>	is defined in Article 7.3.

**“Written Resolution”** means an ordinary or a Special Resolution which is in writing.

- 11.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 11.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.