

**THE COMPANIES ACT 2006
A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**NEW
MEMORANDUM OF ASSOCIATION
OF
PRAXIS COMMUNITY PROJECTS**

**Adopted by special resolution passed on 13th July, 2006
and amended by special resolutions passed on
8th March, 2018 and 18th May 2022
No. 3638571**

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(1) NAME

The name of the Charity is Praxis Community Projects.

(2) REGISTERED OFFICE

The registered office of the Charity is to be situated in England and Wales.

(3) OBJECTS

The Objects for which the Charity is established are:

- (a) to advance the education and relieve the poverty, sickness and distress of members of the public, particularly refugees, migrants and asylum seekers (the **beneficial class**) in particular but not exclusively by:
 - (i) the provision of counselling, translating and interpreting services regarding matters of importance to the beneficiaries of the Charity, including the matter of detention and related issues;
 - (ii) the provision of advice regarding financial matters, welfare benefits, housing, health, education, training and employment;
 - (iii) the provision of ESOL classes and vocational training; and
 - (iv) the carrying out of research to assess the needs of the beneficial class.
- (b) the provision of facilities for recreation or other leisure time occupation with the object of improving the conditions of life of those members of the beneficial class who have need of such facilities by reason of their youth, age, infirmity of disablement, poverty or social and economic circumstances;
- (c) to advance the education of the public, in particular the beneficial class, of different cultures of the beneficial class through, but not exclusively, the provision of art and drama workshops and other similar cultural and educational activities;
- (d) the promotion of racial harmony by undertaking workshops which help people understand the causes and effects of racist attitudes and how individuals may learn to live with and overcome them.

(4) POWERS

In furtherance of the Objects (but not otherwise) the Charity has and may exercise all or any of the following powers:

- (a) to make grants and to provide other forms of financial assistance or assistance in kind, including loans (with or without interest);
- (b) to establish or support any charitable body formed for all or any of the Objects;
- (c) to reserve funds in accordance with a written policy as established by the Trustees for special purposes or against future expenditure;
- (d) to raise funds and to invite and accept (or disclaim) gifts or loans of money and any other property whatsoever, real or personal and subject or not to any special charitable trust or any condition, provided that in raising funds the Charity may not undertake any non-charitable trading;
- (e) to draw, make, accept, endorse, discount, execute, issue and deal with promissory notes, bills of exchange and other instruments of any kind, whether or not negotiable or transferable, and to operate bank accounts in the name of the Charity;
- (f) to conduct or promote the conduct of research and to publish knowledge acquired as a result of such research;
- (g) to promote and carry out or assist in promoting and carrying out surveys and investigations;
- (h) to advertise in such manner as may be thought expedient;
- (i) to acquire (whether by grant, assignment, licence, purchase, gift or otherwise) any copyright, patent, design right, trade mark, right of publication, translation or reproduction or other intellectual property right which may appear useful to the Charity and to register, renew, revoke, license or assign or otherwise turn to account or use the same;
- (j) to provide or assist in providing exhibitions, lectures, meetings, conferences, seminars, classes and workshops;
- (k) to write, make, commission, print, and publish or distribute (gratuitously or otherwise) written materials, films, audio or visual tapes or other materials or assist in such activities;
- (l) to co-operate or enter into arrangements or agreements with any government department, local authority, charity, university, college or professional, commercial or other voluntary body or person;
- (m) to purchase, take on, lease or in exchange, hire or otherwise acquire property of any kind;
- (n) to construct, alter and maintain any buildings and develop and participate in the development of any land and the buildings on it;
- (o) subject to the requirements of the Charities Act 2011, to sell, lease or otherwise dispose of property of any kind;

- (p) subject to the requirements of the Charities Act 2011, to borrow money and obtain any form of credit or finance on such terms and on such security as may be thought fit;
- (q) to lend money or give credit on such terms and conditions and on such security as may be thought fit;
- (r) subject to the requirements of the Charities Act 2011, to guarantee or give security for the performance of contracts or obligations by the Charity or by any person or body being legally associated with the Charity;
- (s) to invest moneys of the Charity not immediately required for its purposes in or upon such investments, securities or property as the Trustees may determine;
- (t) to appoint as the Charity's Investment Manager on such reasonable terms as to remuneration and other matters as the Trustees determine a person who they are satisfied after inquiry is a proper and competent person to act in that capacity and who is either:
 - (i) an individual of repute with at least 15 years' experience of investment management who is an authorised person within the meaning of the FSMA; or
 - (ii) a company or firm of repute which is either an authorised person under FSMA or an exempted person under the Financial Services and Markets Act 2000 (Exemption) Order 2001, except persons within paragraph 44 of the Schedule thereto,

and to delegate to the Investment Manager the exercise of any or all of the Trustees' investment management functions under clause 4(s) including (where it is reasonably necessary to do so) terms:

- (iii) authorising the Investment Manager to appoint a substitute Investment Manager to exercise any or all of the Investment Manager's delegated functions on terms consistent with this subclause;
- (iv) restricting the liability of the Investment Manager to the Charity, and
- (v) permitting the Investment Manager to act in circumstances giving rise to a conflict of interests;

PROVIDED that:

- (A) the Trustees may not authorise the Investment Manager to exercise any of their investment management functions except by an agreement which is in or evidenced in writing and which includes a term to the effect that the Trustees may, with reasonable notice, revoke the authority or vary any of its terms consistently with this subclause;
- (B) the Trustees may not authorise the Investment Manager to exercise any of their investment management functions:
 - (I) except in accordance with a policy statement which is in or evidenced in writing, and

- (II) unless the agreement under which the Investment Manager is to act includes a term to the effect that he or she will secure compliance with the policy statement;
- (C) the Trustees must formulate the policy statement with a view to ensuring that the functions will be exercised in the best interests of the Charity and must revise or replace the policy statement from time to time if they consider there is a need to do so;
- (D) the Trustees must keep under regular review the arrangements under which the Investment Manager acts and how those arrangements are put into effect and must:
 - (I) ensure that they are kept informed on the performance of the Charity's investment portfolio managed by the Investment Manager and assess whether the policy statement is being complied with; and
 - (II) review the appointment of the Investment Manager and its terms at such intervals not exceeding 24 months as they determine;
- (u) to appoint on such reasonable terms as to remuneration and other matters as the Trustees determine a body corporate which carries on a business which consists of or includes acting as a nominee to act as the Charity's Nominee in relation to such of the assets of the Charity as the Trustees determine and to take such steps as are necessary to secure that those assets are vested in a Nominee so appointed; and any such appointment must be in or evidenced in writing provided that this subclause does not authorise the appointment of a Nominee on terms that:
 - (i) permit the Nominee to appoint a substitute Nominee; or
 - (ii) restrict the liability of the Nominee to the Charity; or
 - (iii) permit the Nominee to act in circumstances capable of giving rise to a conflict of interests;

unless it is reasonably necessary to do so;
- (v) to appoint on such reasonable terms as to remuneration and other matters as the Trustees determine a body corporate which carries on a business which consists of or includes acting as a custodian to act as the Charity's Custodian in relation to such of the assets of the Charity as the Trustees determine and to take such steps as are necessary to secure that those assets are vested in a Custodian so appointed; and any such appointment must be in or evidenced in writing: provided that this subclause does not authorise the appointment of a Custodian on terms that:
 - (i) permit the Custodian to appoint a substitute Custodian; or
 - (ii) restrict the liability of the Custodian to the Charity; or
 - (iii) permit the Custodian to act in circumstances capable of giving rise to a conflict of interests;

unless it is reasonably necessary to do so;

- (w) subject to clauses ~~4(t)~~, ~~4(u)~~, ~~4(v)~~ and 5, to appoint on such reasonable terms as to remuneration and other matters as the Trustees determine an agent or agents and to delegate to any such agent or to any such agents jointly the exercise of any or all of the Trustees' functions: provided that this subclause does not:
 - (A) authorise the appointment of any agent on terms that:
 - I. permit the agent to appoint a substitute; or
 - II. restrict the liability of the agent to the Charity; or
 - III. permit the agent to act in circumstances capable of giving rise to a conflict of interests;
 - IV. unless, in relation to the exercise of Trustees' functions, it is reasonably necessary to do so, or;
 - (B) authorise the delegation of the Trustee's other powers authorities or discretions except in accordance with the articles;
- (x) subject to clause 5, to appoint on such reasonable terms as to remuneration and other matters as the Trustees determine, employees, independent contractors and voluntary workers;
- (y) subject to clause 5, to pay reasonable annual sums or premiums for or towards the provision of pensions for employees for the time being of the Charity or their widows, widowers or dependants;
- (z) to insure the property of the Charity against any foreseeable risks and take out other insurance policies to protect the Charity as required;
- (aa) to provide indemnity insurance to cover the liability of any agent, employee, independent contractor or voluntary worker of the Charity;
- (bb) subject to clauses 4(cc) and 4(dd) to buy indemnity insurance to cover the liability and expenses of the Trustees:
 - (i) 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;
 - (ii) to make any contributions to the assets of the Charity in accordance with the provisions of section 214 of the Insolvency Act 1986;
- (cc) any such insurance in the case of clause 4(bb)(i) shall not extend to:
 - (i) any liability of a Trustee resulting from conduct which that Trustee knew, or must be assumed to have known, was not in the best interests of the Charity, or which that Trustee did not care whether it was in the best interests of the Charity or not;
 - (ii) any liability of a Trustee to pay the costs of defending criminal proceedings in which the Trustee is convicted;

- (iii) a fine imposed in criminal proceedings.
- (dd) any insurance in the case of clause 4(bb)(ii) shall not extend to any liability of a Trustee to make such a contribution where the basis of the Trustee's liability is his actual knowledge prior to the insolvent liquidation of that Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.
- (ee) to undertake and carry out any charitable trusts or agencies;
- (ff) to secure the discharge of any of the Charity's liabilities and obligations in any lawful manner;
- (gg) to amalgamate or affiliate with or to acquire or take over all or part of the undertaking or assets of any charitable body having objects altogether or mainly similar to those of the Charity;
- (hh) to pay all expenses arising in connection with the formation and registration or recognition of the Charity in any part of the world;
- (ii) to do any other lawful thing in furtherance of the Objects.

(5) MEMBERS' AND TRUSTEES' INTERESTS

The income and property of the Charity must be applied towards the promotion of the Objects and may not be paid or distributed directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member or Trustee (except as provided in the articles), provided that nothing in this clause shall prevent any payment in good faith by the Charity:

- (a) of reasonable and proper remuneration to any Member for any services rendered to the Charity;
- (b) of interest on money lent to the Charity at a reasonable and proper rate not exceeding 2 per cent per annum below the base rate of a clearing bank to be selected by the Trustees;
- (c) of reasonable and proper rent for premises leased or let by any Member (whether or not being a Trustee) to the Charity;
- (d) of charitable benefits to any Member (whether or not being a Trustee) in his capacity as a beneficiary of the Charity;
- (e) of reasonable and proper out-of-pocket expenses to any Trustee under the articles;
- (f) of any reasonable and proper professional fees to any Trustee, or to any firm or body corporate in which any such Trustee is beneficially interested, for services rendered to the Charity when instructed by the other Trustees to act in a professional capacity on behalf of the Charity;

PROVIDED that:

- (i) such Trustee may not be present at or take part in any discussions or decision relating to such fees and may not be counted in the quorum for that part of the meeting of the Trustees;

- (ii) the other Trustees are satisfied that the level of fees is reasonable having regard to the services rendered;
 - (iii) the other Trustees are satisfied that the engagement of such Trustee's services is expedient in the interests of the Charity having regard to his ability, qualifications or experience;
 - (iv) the number of Trustees for the time being in receipt of fees from the Charity may not exceed a minority of the Trustees; and
 - (v) in the case of fees paid to any body corporate in which the Member has an interest, such Member may not hold more than 1 per cent of the issued capital of that company if it is listed on a recognised stock exchange; or
- (g) of any reasonable and proper premiums in respect of any indemnity insurance effected in accordance with clauses 4(bb), 4(cc) and 4(dd).

(6) LIMITED LIABILITY

The liability of the Members is limited.

(7) GUARANTEE

Every Member 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.

(8) SURPLUS ASSETS UPON WINDING UP

Upon the winding up of the Charity, any surplus assets of the Charity remaining after the satisfaction of all its debts and liabilities may not be paid to or distributed among the Members but must be given or transferred to such other charitable institution or institutions having objects similar to the Objects (and subject to restrictions on the distribution of its or their income to an extent at least as great as that imposed on the Charity) or, in default of any such institution, to such other charitable object as the Members determine.

(9) INTERPRETATION

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

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CONTENTS

Articles	Page
<u>Interpretation</u>	3
<u>Members</u>	6
<u>General Meetings</u>	7
<u>Notice of General Meetings</u>	7
<u>Proceedings at General Meetings</u>	8
<u>Votes of Members</u>	10
<u>Appointment and Retirement of the Trustees</u>	11
<u>Chairperson</u>	12
<u>Powers of Trustees</u>	13
<u>Delegation of Trustees' Powers</u>	13
<u>Trustees' Expenses</u>	13
<u>Trustees' Appointments and Interests</u>	13
<u>Meetings and Proceedings of the Trustees</u>	14
<u>Secretary</u>	15
<u>Treasurer and Other Officers</u>	15
<u>Register of Trustees and secretary</u>	16
<u>Minutes</u>	16
<u>Accounts, Reports and Returns</u>	16
<u>The Seal</u>	16
<u>Notices</u>	17
<u>Rules</u>	18
<u>Indemnity</u>	18
<u>Surplus Assets upon Winding up</u>	18

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INTERPRETATION

1. [Not used]

2. (a) In the Memorandum and in these articles:

Act means the Companies Act 2006;

authorised representative means an individual who is authorised by a Member organisation to act as its representative at any meeting of the Charity and whose name and address has been notified to the Charity;

Chairperson means the chairperson of the Trustees appointed under article 45;

Charity means the company called Praxis Community Projects;

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

Custodian means a body corporate or more than one who may be appointed by the Trustees under clause 4(v) of the Memorandum;

electronic communication has the same meaning as in the Electronic Communications Act 2000;

FSMA means the Financial Services and Markets Act 2000;

functions includes powers and duties;

in person in relation to attendance or presence at general meetings includes, in the case of a Member organisation, attendance or presence by an authorised representative;

investment management functions means the Trustees' functions under clause 4(s) of the Memorandum relating to:

- (i) the investment of assets of the Charity;
- (ii) the acquisition of property by the Charity; and

- (iii) managing property of the Charity and disposing of, or creating or disposing of an interest in, such property;

Investment Manager means an individual, company or firm or more than one who may be appointed by the Trustees under clause 4(t) of the Memorandum;

Member means an individual or an organisation who is a member of the Charity and whose name is entered in the Register of Members;

Member organisation means an organisation which is a member of the Charity and whose name is entered in the Register of Members;

Memorandum means the Charity's memorandum of association as originally adopted or as from time to time altered;

Nominee means a body corporate or more than one who may be appointed by the Trustees under clause 4(u) of the Memorandum;

non-charitable trading means carrying on a trade for the purpose of raising funds for the Charity *other than* a trade the profits of which are applied solely to the purposes of the Charity and either:

- (i) the trade is exercised in the course of the actual carrying out of a primary purpose of the Charity; or
- (ii) the work in connection with the trade is mainly carried out by the beneficiaries of the Charity; or
- (iii) the profits accrue to the Charity from a lawful society lottery; or
- (iv) the profits of the trade are entitled to exemption from tax under section 46 of the Finance Act 2000 or would have been so entitled by Extra Statutory Concession prior to 1 April 2000;

Objects means the Objects of the Charity as defined in clause 3 of the Memorandum;

organisation means a company or an unincorporated association;

policy statement means a statement giving guidance as to how the investment management functions should be exercised by the Investment Manager under clause 4(t) of the Memorandum and includes any revised or replacement policy statement;

registered office means the registered office of the Charity;

Register of Members means the register of members required to be maintained under the Act and article 6;

Register of Trustees means the register of trustees required to be maintained under article 67;

seal means the common seal of the Charity;

Secretary means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity including an assistant or deputy secretary;

Statutes means the Act and any other statute, statutory instrument regulation or order for the time being in force concerning companies registered under the Act;

these articles mean these articles of association, as from time to time altered;

Trustees means the persons who are the directors of the Charity for the purposes of the Act and the charity trustees within the meaning of section 117 of the Charities Act 2011;

Trustees' functions means:

- (i) any function consisting of carrying out a decision that the Trustees have taken;
- (ii) any function relating to the investment of assets (including, in the case of land held as an investment, managing the land and creating or disposing of an interest in the land);
- (iii) any function relating to the raising of funds for the Charity otherwise than by means of profits of a trade which is an integral part of carrying out the Charity's charitable purposes;
- (iv) any other function prescribed by an order made by the Secretary of State under section 11(3) of the Trustee Act 2000; and
- (v) the power to appoint and terminate the office of a Trustee;

the **United Kingdom** means the United Kingdom of Great Britain and Northern Ireland; and

written or **in writing** means any method of reproducing words in a legible form.

- (b) Whenever, and for so long as, the Charity has a single Member these articles apply (in the absence of any express provision to the contrary) with such modification as is necessary in relation to a single member company.
- (c) Any reference in the Memorandum or these articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation so made under that enactment.
- (d) Any reference to doing something by electronic means includes doing it by an electronic communication.
- (e) Any reference to a signature or to something being signed or executed includes an electronic signature or other means of verifying the authenticity of an electronic communication which the Trustees may from time to time approve, a signature printed or reproduced by mechanical or other means or any stamp or other distinctive marking made by or with the authority of the person required to sign the document to indicate it is approved by such person. It also includes a person sending an email in which they consent to the matters set out in the thing.
- (f) Any reference to a show of hands includes such other method of casting votes as the Trustees may from time to time approve.
- (g) *[Not used]*
- (h) Unless the contrary intention appears, words importing the singular number include the plural number and vice versa, words importing one gender include the other gender and words importing persons include bodies corporate and unincorporated associations.

- (i) Headings to the Memorandum and these articles are inserted for convenience and shall not affect construction.

MEMBERS

3. Members are the persons listed in the Register of Members at the date of adoption of these articles and such individuals or organisations as the Trustees admit to membership in accordance with these articles and such rules as may be made by the Charity in accordance with article 82, who consent in writing to become a Member either personally or (in the case of an organisation) through an authorised representative. No person shall be admitted a Member of the Charity unless he or she is approved by the Trustees. Every person who wishes to become a Member shall deliver to the Charity an application for membership in such form as the Trustees require executed by him.
4. Membership of the Charity is not transferable.
5. The membership of the Charity shall be of two classes:
- (a) [A] membership shall be open to individuals.
 - (b) [B] membership shall be open to organisations.
6. The Charity shall maintain and keep at the registered office a Register of Members consisting of two parts, called the [A] Membership Register and the [B] Membership Register containing the following particulars with respect to each Member:
- (a) name and address;
 - (b) the date at which a Member was entered in the Register as a Member and the date at which a Member ceased to be a Member;
 - (c) the class to which the Member belongs.
- The [A] and [B] Membership Registers together constitute the Register of Members for the purposes of the Act.
7. Membership terminates automatically if a Member:
- (a) not being a sole Member, retires from membership by giving not less than seven clear days' notice to the Charity; or
 - (b) dies or (in the case of an unincorporated association) ceases to exist;
 - (c) becomes bankrupt or makes any arrangement or composition with his creditors generally, or (being a company) goes into liquidation other than for the purposes of solvent reconstruction; or
 - (d) fails to pay any subscription within three months after the due date of payment;
 - (e) who is a Trustee, resigns or otherwise ceases to be a Trustee; or
 - (f) is removed from membership by resolution of the Trustees by reason of conduct inconsistent with membership of the Charity: provided that the Trustees shall give the Member not less than 14 clear days' notice of their intention to consider the resolution and invite the Member to submit written representations before a decision is made.

GENERAL MEETINGS

8. The Charity shall hold a general meeting in each year as its annual general meeting at such time and place as the Trustees appoint and shall specify the meeting as such in the notices calling it. Not more than 15 months may elapse between the date of one annual general meeting and that of the next: provided that so long as the Charity holds its first annual general meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year.
9. The annual general meeting is held, *inter alia*, for the following purposes:
 - (a) to receive from the Trustees a full statement of account;
 - (b) to receive from the Trustees a report of the activities of the Charity since the previous annual general meeting;
 - (c) to appoint the Charity's auditors; and
 - (d) to transact such other business as may be brought before it.
10. All general meetings other than annual general meetings are called extraordinary general meetings.
11. The Trustees may call extraordinary general meetings and, on the requisition of Members under the provisions of the Act, shall convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any Member may call an extraordinary general meeting.
12. General meetings shall be attended in person or by proxy.

NOTICE OF GENERAL MEETINGS

13. An annual general meeting and extraordinary general meetings, including those calling for the passing of a special resolution or a resolution appointing a person or organisation as a Trustee or a resolution of which special notice is required by the Statutes, shall be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
 - (a) in the case of an annual general meeting, by all the Members entitled to attend and vote at the meeting; and
 - (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote, being a majority together representing not less than 95 per cent of the total voting rights at the meeting of all the Members.
14. The notice shall specify:
 - (a) the time of the meeting;
 - (b) the place of the meeting;
 - (c) the general nature of the business to be transacted;

- (d) the rights of Members to appoint a proxy under section 324 of the Companies Act 2006; and
 - (e) in the case of an annual general meeting, the meeting as such.
15. Subject to the provisions of these articles, the notice shall be given to all the Members and to the Trustees and the auditors of the Charity.
16. The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice does not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

17. No business may be transacted at any general meeting unless a quorum is present. The quorum at any general meeting shall be 25 per cent of the Members, present in person or by proxy and entitled to vote.
18. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such 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.
- 19.
- (a) The Chairperson or, in his absence, some other Trustee present nominated by the Trustees or being the only Trustee present (and being in every case a Member) shall preside as Chairperson of the meeting.
 - (b) If neither the Chairperson nor such other Trustee (being a Member) is present within 15 minutes after the time appointed for holding the meeting and willing to act, the Members present in person or by proxy and entitled to vote shall choose one of themselves to preside as Chairperson of the meeting.
20. The Chairperson 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 may 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 14 days or more, at least seven clear days' notice shall be given in the same manner as in the case of the original meeting specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it is not necessary to give any notice.
21. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- (a) by the Chairperson; or
 - (b) by at least two Members having the right to vote at the meeting; or
 - (c) 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,
- and a demand by a person as proxy for a Member shall be the same as a demand by the Member.

22. Unless a poll is duly demanded a declaration by the Chairperson 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 is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
23. The demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the Chairperson. The withdrawal of a demand for a poll does not invalidate the result of a show of hands declared before the demand for the poll was made.
24. A poll shall be taken at such place and in such manner (including by electronic means) as the Chairperson directs and he or she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The result of the poll is deemed to be the resolution of the meeting at which the poll is demanded.
25. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson is entitled to a casting vote in addition to any other vote he or she may have.
26. A poll demanded on the election of a Chairperson 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 Chairperson directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the 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.
27. 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 any other case, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
28.
 - (a) A resolution in writing signed by or on behalf of a simple majority (or in the case of a special resolution, by a majority of not less than 75%) of the Members who at the date of the resolution would be entitled to vote on it if it had been proposed at a general meeting at which he or she was present is as valid and effectual as if it had been passed at a general meeting duly convened and held. The resolution may be contained in one document or electronic communication or in several documents or electronic communications in the like form each stating the terms of the resolution accurately and signed by or on behalf of one or more Members. A resolution passed under this article is only valid if a copy of the proposed resolution has been sent to every Member who at the date of the resolution would have been entitled to vote on it if it had been proposed at a general meeting.
 - (b) The date of the resolution means when the resolution is signed by or on behalf of the last Member to sign.
 - (c) A resolution may be agreed to in accordance with this article which would otherwise be required to be passed as a special, extraordinary or elective resolution.
 - (d)
29. Where, during any period when the Charity has only one Member, the Member takes a decision which may be taken by the Charity in general meeting and which has effect as if agreed by the Charity in general meeting, the Member shall (unless that decision is taken by

way of written resolution under article 28) provide the Charity with a written record of that decision.

VOTES OF MEMBERS

30. Subject to article 25 or any provisions contained in internal rules adopted pursuant to article 82, every Member who (being an individual) is present in person or by proxy or (being a Member organisation) is present by a duly authorised representative or by proxy shall have on a show of hands or a poll one vote. Proxies may only be validly appointed by a notice in writing (a **proxy notice**) which:
- (a) states the name and address of the Member appointing the proxy;
 - (b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - (d) is delivered to the Charity in accordance with these articles (including without limitation article 35) and any instructions contained in the notice of the general meeting to which they relate.

The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. Unless a proxy notice specifies otherwise, it must be treated as allowing the person appointed under it discretion as to how to vote on any ancillary or procedural resolutions put to the meeting and appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

31. No Member may vote at any general meeting unless all moneys then payable by that Member to the Charity have been paid.
32. *[Not used]*
33. No objection may 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 is valid. Any objection made in due time shall be referred to the Chairperson of the meeting and his ruling in relation to any Member other than himself is final and conclusive. In relation to the Chairperson of the meeting, the question shall be decided by ordinary resolution of the other Members.
34. The appointment of a proxy may be in such form as is usual or common or in such other form as the Trustees may from time to time approve and shall be signed by or on behalf of the appointor or if the appointor is an organisation, shall either be executed under its common seal or be signed by an agent or an officer authorised for that purpose.
35. The proxy appointment and any authority under which it is executed (or such copy of the proxy appointment or the authority or both as the Trustees may approve) shall:
- (a) be deposited at the registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any other information issued by the Charity in relation to the meeting not less than 48 hours before the time fixed for holding the meeting or adjourned meeting at which the appointee proposes to vote; or

- (b) be delivered to any Trustee or to the Secretary at the place where the meeting or adjourned meeting is to be held at any time on the day of (but before the time for holding) the meeting or adjourned meeting at which the appointee proposes to vote; or
- (c) in the case of a poll taken more than 48 hours after it is demanded, be deposited as specified in (a) above after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (d) where the poll is not taken immediately but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairperson or to the Secretary or to any Trustee; or
- (e) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be deposited at the place appointed for the taking of the poll at any time within the 24 hours preceding the time appointed for the taking of the poll,

and a proxy appointment which is not deposited or delivered in a manner so permitted shall be invalid.

- 36. The Trustees may, but shall not be bound to, require such further evidence as they think fit of authenticity of any signature on a proxy appointment and where the appointor is an organisation, an officer, of his authority.
- 37. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Charity at the registered office or at such other place at which the proxy appointment was deposited or delivered before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for the poll.

APPOINTMENT AND RETIREMENT OF THE TRUSTEES

- 38. The number of Trustees shall not be less than three and (unless determined otherwise by ordinary resolution) shall not be subject to any maximum.
- 39. The Trustees shall be appointed by resolution of a meeting of the Trustees or by written resolution signed by the Trustees under article 62. In the matter of the appointment of Member organisations as Trustees, the Trustees will seek the formal nomination of the Member organisations named in the [B] Membership Register by such means as the Trustees shall determine, including as set forth in any internal rules adopted pursuant to article 82.
- 40. The number of Member organisations who are nominated to serve as Trustees shall not be less than the number of Trustees agreed by the Trustees from time to time. Each Member organisation which is appointed as a Trustee may select in accordance with its own internal procedures an authorised representative to attend meetings of the Trustees and cast votes on behalf of the Member organisation in its capacity as a Trustee. In the event that fewer than the required number of the Trustees are Member organisations, the Trustees shall endeavour to appoint the necessary number of Member organisations as Trustees in accordance with these articles as soon as practicable.
- 41. Each Trustee shall hold office for a period of three years from the date of appointment (or such shorter period as the Trustee may agree) and, if qualified, is eligible for reappointment for further periods in accordance with these articles. A Trustee will automatically cease to be

a Trustee, and may not be reappointed as a Trustee, after they have been a Trustee for nine years except that a Trustee will not cease to be a Trustee, and may be reappointed as a Trustee, after they have been a Trustee for nine years if a majority constituting at least 75% of the remaining Trustees pass a resolution (either at a meeting of Trustees or by providing their consent to a written resolution) that such a reappointment is critical to the good governance of the Charity (an **Extraordinary Extension Appointment**). In considering whether to pass an Extraordinary Extension Appointment the Trustees must take into account the need for progressive refreshing of the board of Trustees. The Trustees must report on each Extraordinary Extension Appointment in the Trustees' annual report for that year.

42. No person may be appointed a Trustee or, in the case of a Trustee which is Member organisation, no person may be appointed as the authorised representative of that Member organisation in its capacity as a Trustee:
- (a) unless he or she is a natural person who has attained the age of 16 years and he or she is a Member;
 - (b) in circumstances such that, had he or she already been a Trustee or an authorised representative of a Trustee which is a Member organisation, he or she would have been disqualified from office under article 46.
43. No person may act as a Trustee or an authorised representative of a Trustee which is a Member organisation (whether on a first or subsequent appointment) until after signing a declaration of willingness to act as a Trustee of the Charity.
44. The Trustees at the adoption of these articles are Rev. Emmanuel Nkusi, Rev. Fiona Thomas, Dr. Sarabajaya Kumar, Mr. Perico Rodriguez and Mr. Simon Bass, who shall be deemed to have been duly appointed as directors under the previous articles of the Charity. Future Trustees shall be appointed as provided in these articles.

CHAIRPERSON

45. The Trustees must appoint one of themselves to be Chairperson. The Chairperson holds office until he or she ceases to be a Trustee or for such shorter period as the Trustees may determine.

REMOVAL OF OFFICE OF TRUSTEE

46. The office of a Trustee shall be vacated:
- (a) if he or she ceases to be a director by virtue of any provision of the Act or is disqualified under section 178 and 179 of the Charities Act 2011 from acting as a charity trustee or is otherwise prohibited by law from being a director or a trustee; or
 - (b) if he or she becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
 - (c) *[Not used]*
 - (d) if he or she retires from office by notice to the Charity (but only if at least six Trustees will remain in office when the notice is to take effect); or
 - (e) on the expiration of his term of office; or
 - (f) if he or she is removed from office; or

- (g) if he or she ceases to be a Member; or
- (h) if he or she has been absent without permission of the Trustees from four consecutive meetings of the Trustees and the Trustees resolve that his office be terminated; or
- (i) in the circumstances described in article 41; or
- (j) if he or she is removed from office by ordinary resolution in accordance with sections 168 and 169 of the Act.

If a Trustee resigns, or their office is vacated, at a meeting the resignation or vacation shall take effect at the end of the meeting unless a simple majority of the Trustees who are in attendance at that meeting agree otherwise.

POWERS OF TRUSTEES

47.

- (a) Subject to the provisions of the Act, the Memorandum 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 Memorandum or these articles and no such direction is to be treated as invalidating any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given.
- (b) The powers given by this article are not limited by any special power given to the Trustees by these articles and a meeting of the Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.
- (c) The Trustees may, by power of attorney or otherwise, appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

DELEGATION OF TRUSTEES' POWERS

- 48.** Subject to clauses 4(t), 4(u) and 4(v) of the Memorandum, the Trustees may delegate any of their powers, authorities and discretions, other than their Trustees' functions, (with power to sub-delegate) to any committee consisting of two or more persons (whether Trustees or not) as they think fit, provided that the majority of the members of the committee are Trustees and that no meeting of the committee shall be quorate for the purpose of exercising any of its powers, authorities or discretions unless a majority of those present are Trustees. The Trustees may make any such delegation on such terms and conditions as they think fit and may revoke or vary any such delegation and discharge any committee wholly or in part, but no person dealing in good faith shall be affected by any revocation or variation. Any committee so formed shall, in the exercise of the powers, authorities and discretions so delegated, conform to any regulations that may be imposed on it by the Trustees.
- 49.** The proceedings of any committee shall be governed by any regulations imposed on it by the Trustees and (subject to such regulations) by these articles regulating the proceedings of the Trustees so far as they are capable of applying.
- 50.** All acts and proceedings of any committee shall be reported promptly to the Trustees. No committee may incur expenditure except in accordance with a budget which has been approved by the Trustees.
- 51.** Members of any committee may be paid all reasonable travelling, hotel and other expenses properly incurred by them in connection with the discharge of their functions.

TRUSTEES' EXPENSES

52. The Trustees may be paid all reasonable travelling, hotel, and other expenses properly and reasonably incurred by them in connection with the discharge of their functions.

TRUSTEES' APPOINTMENTS AND INTERESTS

53. No Trustee is accountable for any remuneration or other benefit received by him or her (whether by reason of his or her position with the Charity or otherwise) from any body corporate, securities of which comprise the assets of the Charity or any part thereof, provided that where the Trustee's appointment to a position with such body corporate resulted wholly or partly from the exercise of voting rights vested in the Charity then such Trustee is accountable for any remuneration or other benefit received by him except to the extent that such remuneration or other benefit represents reasonable compensation for the services provided by the Trustee to the body corporate concerned.
54. Any Trustee who is in any way, whether directly or indirectly, interested other than as a Trustee in any contract, transaction or arrangement or any proposed contract, transaction or arrangement with the Charity shall declare the nature of his interest at the meeting of the Trustees at which the question of entering into the contract, transaction or arrangement is first taken into consideration, if he or she knows his interest then exists, or in any other case at the first meeting of the Trustees after he or she knows that he or she is or has become so interested. Such Trustee may not:
- (a) be counted in the quorum for that part of the meeting; and
 - (b) vote on any resolution concerning the matter.

MEETINGS AND PROCEEDINGS OF THE TRUSTEES

55. Subject to the provisions of these articles, the Trustees may regulate their meetings in such manner as they think fit but shall hold at least four meetings in each year. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees. Not less than 48 hours' notice of Trustees' meetings shall be given to all Trustees. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson of the meeting shall have a second or casting vote.
56. The quorum at a meeting for the transaction of the business of the Trustees may be fixed by the Trustees and, unless so fixed, shall be one third of the number of Trustees.
57. Meetings of the Trustees shall be attended in person unless the Trustees for sufficient reason agree to participation under article 58.
- 58.
- (a) Subject to article 57, a meeting of the Trustees may consist of a conference between Trustees some or all of whom are in different places provided that each Trustee may participate in the business of the meeting whether directly, by telephone or by any other electronic means which enables him:
 - (i) to hear each of the other participating Trustees addressing the meeting; and
 - (ii) if he or she so wishes, to address all of the other participating Trustees simultaneously.

- (b) A quorum is deemed to be present if at least the number of Trustees required to form a quorum, subject to the provisions of article 60, may participate in the manner specified above in the business of the meeting.
 - (c) A meeting of the Trustees held in this way is deemed to take place at the place where the largest group of participating Trustees is assembled or, if no such group is readily identifiable, at the place from where the Chairperson of the meeting participates.
 - (d) A resolution put to the vote of a Trustees' meeting shall be decided by each Trustee indicating to the Chairperson (in such manner as the Chairperson may direct) whether the member votes in favour of or against the resolution or abstains.
- 59.** The Chairperson, shall, if present and willing, preside at all meetings of the Trustees but, if no Chairperson has been appointed, or if he or she is not present within ten minutes after the time fixed for holding the meeting or is unwilling to act as Chairperson of the meeting, the Trustees present shall choose one of their number to act as Chairperson of the meeting.
- 60.** The Trustees may act notwithstanding any vacancies in their number but if their number is reduced below the number fixed as the quorum for meetings of the Trustees, the continuing Trustee or Trustees may act for the purpose of increasing the number of Trustees to that number or calling a general meeting, but for no other purpose.
- 61.** All acts done by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or committee member or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, are as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or a committee member and had been entitled to vote.
- 62.** A resolution which is signed or approved and dated by a simple majority of the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held. The resolution may be contained in one document or electronic communication or in several documents or electronic communications in the like form and signed or approved and dated by one or more Trustees. The resolution is to be treated as passed at the date of the last signature. For the purpose of this article the approval of a Trustee shall be given in writing or by electronic means. A resolution passed under this article is only valid if a copy of the proposed resolution has been sent to every Trustee who at the date of the resolution would have been entitled to vote on it had it been proposed at a meeting of the Trustee.
- 63.** Where proposals are under consideration concerning the appointment of two or more Trustees to offices with the Charity or any body corporate in which the Charity is interested the proposals may be divided and considered in relation to each Trustee separately and (provided he or she is not for another reason precluded from voting) each of the Trustees concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
- 64.** If a question arises at a meeting of the Trustees or of a committee of Trustees as to the right of a Trustee to vote, the question shall be referred to the Chairperson of the meeting and the Chairperson's ruling in relation to any Trustee other than the Chairperson is final and conclusive. In relation to the Chairperson of the meeting, the question shall be decided by resolution of the other Trustees.

65. Subject to the provisions of the Act and to clause 5 of the Memorandum, the Secretary shall be appointed by the Trustees on such reasonable terms as to remuneration and other matters and subject to such conditions as the Trustees from time to time determine; and any Secretary so appointed may be removed by the Trustees by reasonable notice.

TREASURER AND OTHER OFFICERS

66. Subject to the provisions of the Act and to clause 5 of the Memorandum, the Trustees may appoint a Treasurer and such other officers as they may determine on such reasonable terms as to remuneration and other matters and subject to such conditions as the Trustees from time to time determine; and any Treasurer or other officer so appointed may be removed by the Trustees by reasonable notice.

REGISTER OF TRUSTEES AND SECRETARY

67. The Trustees shall maintain a Register of Trustees containing the following particulars:
- (a) with respect to each Trustee:
 - (i) the Trustee's present name, any former name, usual residential address, nationality, business occupation (if any), particulars of any other directorships held or which have been held and date of birth; and
 - (ii) the date of that Trustee's appointment or re-appointment as a Trustee and the date at which he or she ceased to be a Trustee.
 - (b) with respect to the Secretary, present name, any former name and usual residential address.

MINUTES

68. The Trustees shall cause minutes to be made in books kept for the purpose of:
- (a) all appointments of officers made by the Trustees;
 - (b) all proceedings at meetings of the Charity, of the Trustees and of any committees, including the names of the persons present at each meeting; and
 - (c) all professional advice obtained.

ACCOUNTS, REPORTS AND RETURNS

69. The Trustees shall comply with the requirements of the Statutes and of the Charities Act 2011 with respect to the keeping of accounting records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:
- (a) annual accounts;
 - (b) annual reports; and
 - (c) annual returns.

In particular, but without limitation, the Trustees must comply with the requirements of:

- (i) the Statutes regarding the keeping of accounting records and the preparation of accounts for each financial year (must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice); and
 - (ii) the Charities Act 2011 with regard to transmission of a copy of the statement of account to the Charity Commission, preparation of an annual report and the transmission of a copy of it to the Charity Commission, and preparation of an annual return and its transmission to the Charity Commission.
- 70. No Member shall (as such) have any right of inspecting any accounting records or other books or documents of the Charity except as conferred by the Statutes or authorised by the Trustees.
- (b) [Not used]

NOTICES

- 71. Subject to article 81, any notice or other communication (in this article referred to generally as notice) required to be given to or by any person under these articles shall be in writing or to the extent permitted by the Statutes and subject to article 73 contained in an electronic communication.
- 72. The Trustees may from time to time specify the form and manner in which a notice may be given to the Charity by electronic means, including one or more addresses for the receipt of an electronic communication, and may prescribe such procedures as it thinks fit for verifying the authenticity or integrity of any such electronic communication. A notice may be given to the Charity by electronic means only if it is given in accordance with the requirements specified by the Trustees (if any).
- 73.
 - (a) A notice in writing may be given or served by the Charity to any Member either personally or by sending through the post or by leaving it at the Member's address.
 - (b) Subject to the Statutes, a notice may be given by the Charity to any Member by electronic means to such address as may from time to time be authorised by the Member concerned or by publishing it on a website and notifying the Member concerned in such manner as he or she may time to time authorise, that it has been so published.
- 74. A Member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and, where required, of the purposes for which it was called.
- 75. The address for service of the Charity is the registered office.
- 76. Subject to article 78, the address for service of Members and Trustees is the address recorded in the Register of Members and the Register of Trustees respectively.
- 77. Any Member or Trustee, whose address recorded in the Register of Members or the Register of Trustees (as the case may be) is outside the United Kingdom, who from time to time gives

to the Secretary an address within the United Kingdom at which notice may be served on him shall be entitled to have notice served on him at that address but unless he or she does so, shall not be entitled to receive any notice from the Charity.

78. Any notice in writing, or other communication, shall be deemed duly served:

- (a) in the case of the personal service, at the time of delivery;
- (b) in the case of service by first class post on the day following that on which the envelope containing it is put into the post;

- (c) in the case of service by second class post, on the second day following that on which the envelope containing it is put into the post;
 - (d) in the case of service by electronic means on the day following that on which the electronic communication was sent by or on behalf of the Charity.
79. Proof that an envelope containing the notice was properly addressed, prepaid and put in the post is conclusive evidence that notice was given.
80. A notice calling a meeting of the Trustees need not be in writing.

RULES

81. The Trustees may from time to time make internal rules consistent with the Memorandum, these articles and the Act 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 the following matters in so far as not regulated by these articles:
- (a) the admission and classification of Members, the rights and privileges of Members, the conditions of membership, the terms on which Members may retire or have their membership terminated and any entrance fees, subscriptions and other fees or payments to be made by Members;
 - (b) the conduct of Members in relation to one another and to the Charity's employees;
 - (c) the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times for any particular purpose or purposes;
 - (d) the procedure at general meetings and meetings of the Trustees and committees;
 - (e) the operation of bank accounts;
 - (f) the custody of documents; and
 - (g) generally, all such matters as are commonly the subject of company rules.
82. The Charity in general meeting may alter, add to or repeal the internal rules and the Trustees shall adopt such means as they think sufficient to bring to the notice of the Members all such internal rules which, so long as they are in force, are binding on all the Members.

INDEMNITY

83. Except to the extent prohibited or restricted by the Statutes (including without limitation sections 232 to 234 of the Act), but without prejudice to any indemnity to which a director or other officer may otherwise be entitled, every director or other officer (excluding an auditor) of the Company may be indemnified out of the assets of the Company against all liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office.

SURPLUS ASSETS UPON WINDING UP

84. Clause 8 of the Memorandum relating to the winding up of the Charity shall have effect as if its provisions were repeated in these articles.

DISPUTES

- 85.** If a dispute arises between Members about the validity or propriety of anything done by the Members of the charity under these articles, 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.
- 86.** This memorandum and articles of association, and any non-contractual dispute arising out of or in connection with them, are governed by English law, and any dispute arising out of or in connection with them will be subject to the exclusive jurisdiction of the English Courts.