

Company No: 06074877

Charity No: 1118621

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

**ARTICLES OF ASSOCIATION
OF
SOFRONIE FOUNDATION**

Amended by special resolutions dated 4 September 2017 and 28 February 2022

withers^{LLP}

16 Old Bailey

London

EC4M 7EG

Tel: +44 (0)20 7597 6000

Fax: +44 (0)20 7597 6543

Ref: AWP/RWP



Companies Act 2006
Company limited by guarantee and not having a share capital
Articles of Association
of
Sofronie Foundation

1. Name

1.1 The name of the company is 'Sofronie Foundation' (the '**Charity**').

2. Registered Office

2.1 The registered office of the Charity will be in England and Wales.

3. Objects

3.1 The objects of the Charity (the '**Objects**') are to further such charitable purposes and to benefit such charitable institutions as the Trustees think fit.

4. Powers

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

- (a) to provide goods, services or other assistance or support by way of grant, donation, loan or otherwise (whether or not for valuable consideration);
- (b) to award, or participate in the award of, grants, scholarships, bursaries or other prizes;
- (c) to promote, commission or carry out research;
- (d) to support, administer or set up other charities or other bodies;
- (e) to promote, commission or carry out the collection, analysis or publication of information of all types and in all forms, on such terms as shall be thought fit;
- (f) to consult, advise, co-operate with or assist others in any ventures or initiatives or any other matters which promote, directly or indirectly, all or any of the Objects;
- (g) to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever;

- (h) to raise funds (but not by means of carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Objects, unless the income of the Charity from that trade or business is exempt from tax by reason of any legislation or concession from time to time in force);
- (i) to invite, receive and accept financial assistance (whether private or public), subscriptions, donations, gifts, endowments, sponsorship, fees, legacies and bequests of any real or personal estate;
- (j) to act as trustee of charitable trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee;
- (k) to enter into any funding or other arrangement with any government or any other authority and to obtain from such government or authority any rights, concessions, privileges, licences and permits;
- (l) to guarantee the performance of the contracts or obligations of any person or organisation; and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Charity or in connection with any agreement or arrangement whatsoever, whether or not the Charity is a party to the same;
- (m) subject to such consents or procedures as may be required by law, to borrow money and give security for loans;
- (n) to acquire, hire or charge property and/or any interest in, or relating to, land of such kind and on such terms, and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Trustees shall determine;
- (o) subject to such consents or procedures as may be required by law, to let, license or dispose of all or any assets held from time to time by or on behalf of the Charity;
- (p) to set aside funds for special purposes or as reserves against future expenditure;
- (q) to deposit or invest the monies of the Charity not immediately required for its operations in any manner as may be thought fit (including but not limited to the establishment of trading or other subsidiaries of any kind), subject to such conditions (if any) and such consents or procedures (if any) as may for the time being be imposed or required by law;

- (r) to delegate the management of investments to a Financial Expert, but only on terms that:
 - (1) the investment policy is set down in writing for the Financial Expert by the Trustees;
 - (2) the performance of the investments is reviewed regularly with the Trustees;
 - (3) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (4) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (5) all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (6) the Financial Expert does not do anything outside the powers of the Trustees;
- (s) to arrange for investments or other property of the Charity to be held in the name of a nominee under the control of the Trustees or of a Financial Expert acting under their instructions and to pay any reasonable fee required;
- (t) to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to Article 5, to remunerate any person, firm or company rendering services to the Charity and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Charity and their widows, children or other dependants;
- (u) to delegate functions to committees, officers and/or employees or other staff of the Charity;
- (v) to insure the property of the Charity (including, for the avoidance of doubt any property not owned by the Charity but under its control) against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- (w) subject to the provisions of **the Companies Act**, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Trustee or other officer of the Charity (other than any person engaged by the Charity as auditor) out of the assets of the Charity against any liability

incurred by him for negligence, default, breach of duty or trust in relation to the affairs of the Charity, provided that such indemnity shall not provide for, or entitle any such person to, indemnification to the extent that it would be treated as void under the Companies Act;

- (x) to pay out of the Charity's funds premiums on insurance policies to cover the liability of the Trustees which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Charity;
- (y) to enter into contracts of any type, including contracts to provide services to or on behalf of other bodies or persons;
- (z) to incorporate, establish and promote subsidiary companies (whether or not wholly owned by the Charity) to further the Objects (or any of them), to assist or act as agents for the Charity or otherwise where the incorporation, establishment and promotion of such companies is expedient or generally beneficial and largely in the interests of the Charity;
- (aa) to amalgamate with any other bodies which are charitable and have objects similar to all or any of the Objects and which restrict the payment of any dividend or profit to, and the distribution of assets amongst, their members at least to the same extent as such payments are restricted by these Articles;
- (bb) to pay out of the funds of the Charity the costs of and incidental to the formation and registration of the Charity;
- (cc) to do all or any of the above things in any part of the world as principal, agent, contractor, trustee or otherwise, and either alone or in conjunction with or through the medium of others; and
- (dd) do all such other lawful things as are necessary for or are incidental or conducive to the furtherance of the Objects.

5. Application of Income and Property

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity. No part of the income or capital may be paid or transferred, directly or indirectly, to the members of the Charity, whether by way of dividend or bonus or in any other way that amounts to a distribution of profits or surplus. This does not prevent the payment of:

- (a) reasonable and proper remuneration to any officer, employee or member of the Charity in return for any services provided to the Charity;
 - (b) a reasonable rate of interest on money lent to the Charity;
 - (c) a reasonable rent or hiring fee for property let or hired to the Charity;
 - (d) premiums on the indemnity insurance referred to in Article 4.
- 5.2 A Trustee must not receive any payment of money or other benefit which may not be financial but has a monetary value (whether directly or indirectly) ('**Material Benefit**') from the Charity except:
- (a) as permitted by law;
 - (b) as mentioned in Articles 5.1 and 5.3;
 - (c) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in carrying out the Charity's business; and
 - (d) in exceptional cases, other payments or benefits (but only with the written approval of the Charity Commission in advance).
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other Material Benefit but only if:
- (a) the goods or services are actually required by the Charity;
 - (b) the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services;
 - (c) no more than one half of the Trustees are subject to such a contract in any financial year; and
 - (d) the Trustees comply with the procedures set out in Article 5.4 and any such additional procedures as are required by law.
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
- (a) declare an interest as or before discussion begins on the matter;
 - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

- (c) not be counted in the quorum for that part of the meeting;
- (d) withdraw during the vote and have no vote on the matter; and
- (e) comply with such additional procedures as are required by law.

5.5 This Article 5 may not be amended without the prior written consent of the Charity Commission.

6. Limited Liability

6.1 The liability of the members is limited.

7. Guarantee

7.1 Each member promises, if the Charity is dissolved while he is a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity.

8. Dissolution

8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- (a) by transfer to one or more other organisations established for exclusively charitable purposes within, the same as or similar to the Objects; or
- (b) directly for the Objects or charitable purposes within, the same as or similar to the Objects.

9. Membership

9.1 The Charity must keep a register of members as required by the Companies Act.

9.2 The existing members may appoint further members from time to time.

9.3 Membership of the Charity shall not be transferable.

9.4 A member who is also a Founding Trustee shall be entitled to appoint a person to be admitted to membership as his or her successor. Such an appointment shall be made:

- (a) by Will or codicil; or
- (b) by other written instrument, notice of which shall be given to the Charity – in which case it may be stated to be irrevocable or revocable (but only until the appointment takes effect).

- 9.5 Provided he or she has indicated a willingness to act as both a member and a charity trustee, a successor appointed pursuant to Article 9.4 shall be admitted to membership and become a Founding Trustee with effect from the date of the resignation, death or other cessation of membership of the person making the appointment.
- 9.6 If a member who is also a Founding Trustee dies without having appointed a successor in accordance with Article 9.4, the executor of that member's estate shall notify the Charity of a person who shall – provided he or she has indicated a willingness to act as both a member and a charity trustee – be admitted to membership and become a Founding Trustee with effect from that notification to the Charity by the executor.
- 9.7 Membership will be terminated if the member concerned:
- (a) gives written notice of resignation to the Charity;
 - (b) a registered medical practitioner gives a written opinion to the Charity that the member concerned has become incapable by reason of mental disorder within the meaning of the Mental Health Act 1983 of exercising his functions as a member and may remain so for more than three months;
 - (c) dies; or
 - (d) is removed from office by a special resolution of the Charity passed in a general meeting, provided that the member in question shall be given reasonable notice of such a meeting and shall have an opportunity to attend and be heard thereat.

10. General Meetings

- 10.1 The Trustees may call general meetings and, on the requisition of members representing not less than one tenth of the total voting rights of all the members having a right to vote at general meetings of the Charity (in accordance with the Companies Act), shall proceed to convene an EGM for a date not later than seven weeks after receipt of the requisition.
- 10.2 All general meetings other than AGMs shall be called EGMs.
- 10.3 The Charity may (but need not) hold an AGM in any year.

11. Notice of General Meetings

- 11.1 An AGM and an EGM held for the passing of a special resolution shall be called by at least twenty-one clear days' notice or such other notice period as may be specified in the Companies Act. All other EGMs shall be called by at least fourteen clear days' notice or such other notice period as may be specified in the Companies Act.

- 11.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote, being a majority together holding not less than 90% of the total voting rights at the meetings of all the members.
- 11.3 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted, the details of any special resolutions to be considered and, in the case of notice of an AGM, shall specify the meeting as such.
- 11.4 Subject to the provisions of these Articles and to any restrictions imposed on voting, the notice shall be given to the members, to the Trustees and to the auditors.
- 11.5 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice, shall not invalidate the proceedings at that meeting.

12. Proceedings at General Meetings

- 12.1 No business shall be transacted at any general meeting unless a quorum is present. A quorum shall be the lesser of two or all the members.
- 12.2 If the requirement of Article 12.1 is not satisfied within half an hour from the time appointed for the meeting, 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 members present may determine.
- 12.3 The members shall from within their number elect a chairman to chair the meeting.
- 12.4 The chairman of the meeting may, with the consent of the members, (and shall if so directed by the members) adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 12.5 A resolution put to the vote of a meeting shall be decided on a show of hands of those members entitled to vote. Subject to the provisions of the Companies Act, a poll may be demanded. If a poll is demanded it shall be taken in such manner as the chairman, acting reasonably, directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The declaration by the chairman of the result of the poll shall be conclusive.

- 12.6 A resolution shall be duly passed if a simple majority, or such a higher percentage as may be required by the Companies Act, of the members present and entitled to vote votes in its favour.
- 12.7 Subject to the provisions of the Companies Act, a written resolution signed by all those entitled to attend and vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).
- 12.8 No objection shall be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 12.9 Members must annually:
- (a) receive the accounts of the Charity for the previous financial year;
 - (b) receive a written report on the Charity's activities;
 - (c) be informed of the retirement of those Trustees who wish to retire; and
 - (d) appoint reporting accountants or auditors for the Charity.

13. Trustees' Appointment

- 13.1 There shall be a minimum of three Trustees, who being individuals are over the age of 18, support the Objects and have signed a declaration of willingness to act as a Trustee of the Charity. The maximum number of Trustees may be fixed by the Trustees from time to time and unless so fixed shall be seven.
- 13.2 The Founding Trustees may by written notice appoint a person who is willing to act as a Trustee, either to fill a vacancy or as an additional Trustee.
- 13.3 Each Appointed Trustee shall serve for a term of 3 years from the date of their appointment. A retiring Appointed Trustee who is eligible under Article 13.1 may be re-appointed for two further 3-year terms after which he or she may not be re-appointed until the one year anniversary of his or her last retirement.

14. Chairman of the Trustees

- 14.1 The Chairman of the Trustees shall be elected by the Founding Trustees from among the Founding Trustees and any Chairman may be re-elected by the Founding Trustees for a further term or terms of office.

15. Disqualification and Removal of Trustees

15.1 A Trustee's term of office automatically terminates if he:

- (a) a registered medical practitioner gives a written opinion to the Charity that the Trustee concerned has become incapable by reason of mental disorder within the meaning of the Mental Health Act 1983 of exercising his functions as a Trustee and may remain so for more than three months;
- (b) resigns by written notice to the Trustees;
- (c) is removed from office by the members pursuant to the provisions of the Companies Act;
- (d) is absent without permission from more than three consecutive meetings of the Trustees;
- (e) becomes prohibited by law from being a charity trustee (including by disqualification under the Charities Act) or company director;
- (f) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (g) (being a member of the Charity) ceases to be a member of the Charity for whatever reason; or
- (h) has, at any time, been convicted of any criminal offence, excluding any offence for which the maximum sentence is a fine or a lesser sentence and any offence that has been spent under the Rehabilitation of Offenders Act 1974.

16. Proceedings of the Trustees and the Chairman

- 16.1 The Trustees shall have the control of the Charity and its property and funds.
- 16.2 Subject to the provisions of these Articles and the Companies Act, the Trustees may regulate their proceedings as they think fit. A Trustee may, and the Secretary at the request of a Trustee shall, call a meeting of the Trustees.
- 16.3 The Trustees may establish a committee or committees comprising such persons, whether Trustees or otherwise, as it shall think fit. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 16.4 The proceedings and powers of committees established by the Trustees shall be governed by such rules as the Trustees may prescribe.

- 16.5 The minimum number of Trustees' meetings to be held each year may be fixed by the Trustees from time to time and unless so fixed shall be four.
- 16.6 Questions arising at the meeting of the Trustees shall be decided by a majority of the votes of the Trustees. In the case of an equality of votes, the Chairman shall have a second or casting vote.
- 16.7 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees and unless so fixed at any other number shall be two Trustees.
- 16.8 All acts done by a meeting of the Trustees or of a committee appointed under Article 16.3, 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 that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.
- 16.9 A written resolution signed by all the Trustees (other than any **Conflicted Trustee** who has not been authorised to vote) entitled to receive notice of a meeting of the Trustees is as valid as a resolution actually passed at a meeting of the Trustees duly convened and held (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).
- 16.10 Any Trustee may participate in a meeting of the Trustees by means of telephone, or some other oral form of communication, whereby all persons participating in the meeting can hear each other and speak to each other and participation in a meeting in this manner shall constitute presence in person at such meeting provided that the number of Trustees then present constitutes a quorum for the transaction of the business of the Trustees under these Articles.

17. **Secretary**

- 17.1 The Charity may, but is not required to, have a **Secretary**. Any such Secretary will be appointed by the Trustees for such term, at such remuneration and upon such conditions as the Trustees may think fit and any Secretary so appointed may be removed by the Trustees. A Secretary may be, but does not have to be, a Trustee.

18. **Records and accounts**

- 18.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of information required by law including:

- (a) annual returns;
- (b) annual reports; and
- (c) annual statements of account.

18.2 The Trustees must also keep records of:

- (a) all proceedings at meetings of the Trustees;
- (b) all resolutions in writing;
- (c) all reports of committees; and
- (d) all professional advice obtained.

18.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

18.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

19. Notices

19.1 Any notice to be sent to or by any person pursuant to these Articles including a notice calling a meeting of the Trustees shall be in writing and may be delivered or sent by post or using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article 'address' in relation to electronic communications, includes any number or address used for the purpose of such communications.

19.2 The Charity may give any notice to members either personally, by electronic communication or by sending it by post in a prepaid envelope addressed to a member at his address or by leaving it at that address.

19.3 Any notice, if served by post, shall be deemed to have been served on the second day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, prepaid and posted. A notice or other document contained in an electronic communication shall be deemed sent on the day following that on which the electronic communication was sent and electronic confirmation of receipt shall be conclusive evidence that a notice was given to a facsimile number or email address.

- 19.4 If a member is present at any meeting of the Charity or a Trustee is present at a meeting of the Trustees he shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

20. Indemnity

- 20.1 Subject to the provisions of the Companies Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Trustee or other officer of the Charity (other than any person engaged by the Charity as auditor), shall be indemnified out of the assets of the Charity against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Companies Act.
- 20.2 The Charity may pay out of its funds premiums on insurance policies to cover the liability of the Trustees which, by virtue of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Charity.

21. Interpretation

- 21.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which **do not** apply to the Charity.
- 21.2 In these Articles:

'AGM'	means an annual general meeting of the Charity;
'Appointed Trustee'	means any Trustee other than a Founding Trustee and 'Appointed Trustees' means all of the Appointed Trustees;
'Articles'	means these articles of association;
'Chairman'	means the chairman of the Trustees who is himself a Trustee;
'clear day'	means 24 hours from midnight following the relevant event;
'the Charities Act'	means the Charities Acts 1992 and 2011;

'Charity'	means the company governed by these Articles;
'the Charity Commission'	means the Charity Commissioners for England and Wales;
'the Companies Act'	means the Companies Act 2006;
'Conflicted Trustee'	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) 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;
'EGM'	means an extraordinary general meeting of the Charity;
'electronic communication'	means electronic communication as defined in the Electronic Communications Act 2000;
'Financial Expert'	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
'Founding Trustee'	means Hendricus (Harold) Coendradus Albertus Goddijn, Corinne Goddijn-Vigreux and, any of their issue or other family members appointed by written notice of the Members, and any successor appointed in accordance with Article 9.4 or 9.6, and 'Founding Trustees' means all of the Founding Trustees for the time being;
'material benefit'	means a benefit which may not be financial but has a monetary value;
'members' and 'membership'	refer to membership of the Charity;
'month'	means calendar month;
'Secretary'	means a company secretary;

'Trustee'	means a trustee of the Charity and 'Trustees' means all of the Trustees or a duly convened meeting of the Trustees. For the avoidance of doubt the Trustees are the directors (for the purposes of the Companies Act) and charity trustees of the Charity and comprise the Founding Trustees and the Appointed Trustees;
'written' or 'in writing'	refers (to the extent permissible by law) to a legible document on paper including a fax message and electronic mail (which is capable of being reproduced in paper form); and
'year'	means a calendar year.

- 21.3 Words importing the masculine gender only shall include the feminine gender. Words importing the singular number only shall include the plural number, and vice versa.
- 21.4 Subject to this Article 21, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Act.
- 21.5 Any reference to 'person' or 'persons' includes natural persons, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality).
- 21.6 References to an Act of Parliament are to the Acts as amended or re-enacted from time to time and to any subordinate legislation made under them or any one of them.