

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE COMPANY LIMITED BY GUARANTEE
EXEMPT UNDER SECTION 60**

Company Number **11337713**

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

AIDS HEALTHCARE FOUNDATION UK

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

Given at Companies House, Cardiff, on **30th April 2018**



* N11337713D *



Companies House



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



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **30/04/2018**

X74YDQ17

*Company Name in
full:*

AIDS HEALTHCARE FOUNDATION UK

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have
a name ending with 'Limited' or permitted alternatives*

Company Type:

Private company limited by guarantee

Situation of

England and Wales

Registered Office:

*Proposed Registered
Office Address:*

**10 QUEEN STREET PLACE
LONDON
UNITED KINGDOM EC4R 1BE**

Sic Codes:

86900

Proposed Officers

Company Director **1**

Type: **Person**

Full Forename(s): **MS TERESA MARIE**

Surname: **FORD**

Service Address: **recorded as Company's registered office**

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

Date of Birth: ****/03/1961** *Nationality:* **AMERICAN**

Occupation: **ADVOCATE**

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

Company Director **2**

Type: **Person**

Full Forename(s): **MR MICHAEL ARTHUR**

Surname: **WEINSTEIN**

Service Address: **recorded as Company's registered office**

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

Date of Birth: ****/03/1952** *Nationality:* **AMERICAN**

Occupation: **EXECUTIVE**

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

Company Director 3

Type: **Person**

Full Forename(s): **MRS KRISTY**

Surname: **GRANT-HART**

Service Address: **SPARK COMPLIANCE CONSULTING LIMITED 71-75 SHELTON STREET
LONDON
UNITED KINGDOM WC2H 9JQ**

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

Date of Birth: ****/09/1978** *Nationality:* **AMERICAN,CANADIAN**

Occupation: **COMPLIANCE
CONSULTANT**

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

Company Director 4

Type: **Person**

Full Forename(s): **MR ADIL**

Surname: **SHAH**

Service Address: **recorded as Company's registered office**

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

Date of Birth: ****/03/1980** *Nationality:* **BRITISH**

Occupation: **DIRECTOR OF
FINANCE AND
OPERATIONS**

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

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Relevant Legal Entity (RLE) details

Company Name: **AIDS HEALTHCARE FOUNDATION**

Service Address: **6255 W. SUNSET BOULEVARD
21ST FLOOR
LOS ANGELES
CALIFORNIA
USA
90028**

Legal Form: **CORPORATE**

Governing Law: **UNITED STATES**

Register Location: **CALIFORNIA**

Country/State: **CALIFORNIA**

Registration Number: **C1589471**

Nature of control

The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.

Statement of Guarantee

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

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

Name: **AIDS HEALTHCARE FOUNDATION**

Address **6255 W. SUNSET BOULEVARD
21ST FLOOR
LOS ANGELES
CALIFORNIA
USA
90028**

Amount Guaranteed **£1.00**

Statement of Compliance

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

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

AIDS Healthcare Foundation UK

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

Name of each subscriber

Authentication by each subscriber

Aids Healthcare Foundation

Dated: 30 April 2018

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

AIDS Healthcare Foundation UK



Bates Wells Braithwaite

10 Queen Street Place, London EC4R 1BE
www.bwbllp.com

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of AIDS Healthcare Foundation UK

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Charity are for the public benefit:

2.1 The promotion of better HIV/AIDS, sexual and general health by education of the public and by the provision of:

- (a) HIV/AIDS and sexual health programmes and material, care and support services;
- (b) clinical services, including the provision of hospice and health care services to HIV/AIDS and other patients, and engaging in related educational activities;

2.2 advice, information and advocacy; and

2.3 to further any other purpose which is exclusively charitable under the law of England and Wales (provided that the Charity may not further any purposes which are not charitable in accordance with the laws of Scotland and Northern Ireland).

3. Powers

3.1 To further its objects the Charity may:

- 3.1.1 provide and assist in the provision of money, materials or other help;
- 3.1.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.3 provide and administer clinical services including, but not restricted to, testing of individuals for HIV/AIDS and other sexually transmitted diseases;
- 3.1.4 refer individuals who have tested positive for HIV/AIDS and other sexually transmitted diseases to relevant care services;
- 3.1.5 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium;

- 3.1.6 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.1.7 provide or procure the provision of counselling and guidance;
- 3.1.8 provide or procure the provision of advice;
- 3.1.9 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.1.10 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.11 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.12 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 3.1.13 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);
- 3.1.14 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.15 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.16 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.1.17 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.18 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.1.19 accept (or disclaim) gifts of money and any other property;
- 3.1.20 raise funds by way of subscription, donation or otherwise;
- 3.1.21 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.22 incorporate and acquire subsidiary companies to carry on any trade;

- 3.1.23 subject to Article 4 (Limitation on private benefits):
- (a) engage, remove and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.1.24 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.25 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 3.1.26 undertake and execute charitable trusts;
- 3.1.27 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Charity, including (without limitation) by creating permanent endowment;
- 3.1.28 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.1.29 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.30 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.1.31 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.1.32 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said Section 189(1) shall be treated as references to officers of the Charity); and
- 3.1.33 do all such other lawful things as may further the Charity's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

Permitted benefits to the Member

- 4.2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Member of the Charity. This shall not prevent any payment in good faith by the Charity of:
- 4.2.1 any payments made to the Member in its capacity as a beneficiary of the Charity;

- 4.2.2 any payments made to the Member in furtherance of the Charity's charitable objects;
- 4.2.3 reasonable and proper remuneration to the Member for any goods or services supplied to the Charity;
- 4.2.4 interest at a reasonable and proper rate on money lent by the Member to the Charity;
- 4.2.5 any reasonable and proper rent for premises let by the Member to the Charity; and
- 4.2.6 any payments to the Member which are permitted under Article 4.4 or 4.5.

Permitted benefits to Trustees and Connected persons

4.3 No Trustee may:

- 4.3.1 sell goods, services or any interest in land to the Charity;
- 4.3.2 be employed by, or receive any remuneration from, the Charity; or
- 4.3.3 receive any other financial benefit from the Charity;

unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court or the Charity Commission. In this Article 4 a "financial benefit" means a benefit, direct or indirect, which is either money or has a monetary value.

4.4 A Trustee may receive the following benefits from the Charity:

- 4.4.1 a Trustee or person Connected to a Trustee may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity;
- 4.4.2 a Trustee or person Connected to a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Charity;
- 4.4.3 a Trustee or person Connected to a Trustee may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Charity) provided that this provision and Article 4.5.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is a person Connected to that Trustee);
- 4.4.4 a Trustee or person Connected to a Trustee may receive interest at a reasonable and proper rate on money lent to the Charity;
- 4.4.5 a Trustee or person Connected to a Trustee may receive reasonable and proper rent for premises let to the Charity;
- 4.4.6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.32; and
- 4.4.7 a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 20 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

Subsidiary Companies

- 4.5 A Trustee or the Member may receive the following benefits from any Subsidiary Company:
- 4.5.1 the Member, a Trustee or a person Connected to a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Charity or of any Subsidiary Company;
 - 4.5.2 the Member, a Trustee or a person Connected to a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;
 - 4.5.3 the Member, a Trustee or a person Connected to a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Trustees, (including services performed under a contract of employment with any Subsidiary Company or otherwise) provided that this provision and Article 4.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person Connected to that Trustee);
 - 4.5.4 the Member, a Trustee or a person Connected to a Trustee may, with the prior approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
 - 4.5.5 the Member, a Trustee or a person Connected to a Trustee may, with the prior approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;
 - 4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
 - 4.5.7 the Member, a Trustee or a person Connected to a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that an affected Trustee may not take part in any decision of the Trustees to approve a specific benefit to that Trustee or a person Connected to them under Articles 4.5.3, 4.5.4 or 4.5.5.

OSCR

- 4.6 If the Charity is registered with the Office of the Scottish Charity Regulator the additional requirements under section 67 of the Charities and Trustee Investment (Scotland) Act 2005 must be complied with.

LIMITATION OF LIABILITY AND INDEMNITY

5. **Liability of the Member**

5.1 The liability of the Member is limited to £1, being the amount that the Member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is the Member or within one year after he, she or it ceases to be the Member, for:

5.1.1 payment of the Charity's debts and liabilities contracted before he, she or it ceases to be the Member;

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

5.1.3 adjustment of the rights of the contributories among themselves.

6. **Indemnity**

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

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. **Trustees' general authority**

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

8. **Chair**

The Member may appoint one of the Trustees to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

9. **Trustees may delegate**

9.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

9.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

9.3 Any delegation by the Trustees may be:

9.3.1 by such means;

9.3.2 to such an extent;

9.3.3 in relation to such matters or territories; and

9.3.4 on such terms and conditions;

as they think fit.

9.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

9.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

9.6 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.

10. **Committees**

10.1 In the case of delegation to committees:

10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

10.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;

10.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;

10.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

11. **Delegation of day to day management powers**

11.1 In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:

11.1.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

11.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

11.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

12. Delegation of investment management

- 12.1 The Trustees may delegate the management of investments to a Financial Expert or Financial Experts provided that:
 - 12.1.1 the investment policy is set down in Writing for the Financial Expert or Financial Experts by the Trustees;
 - 12.1.2 timely reports of all transactions are provided to the Trustees;
 - 12.1.3 the performance of the investments is reviewed regularly with the Trustees;
 - 12.1.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 12.1.5 the investment policy and the delegation arrangements are reviewed regularly;
 - 12.1.6 all payments due to the Financial Expert or Financial Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 12.1.7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees.

DECISION-MAKING BY TRUSTEES

13. Trustees to take decisions collectively

- 13.1 Any decision of the Trustees must be either:
 - 13.1.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 18); or
 - 13.1.2 an unanimous decision taken in accordance with Article 19.

14. Calling a Trustees' meeting

- 14.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 14.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 14.2.1 all the Trustees agree; or
 - 14.2.2 urgent circumstances require shorter notice.
- 14.3 Notice of Trustees' meetings must be given to each Trustee.
- 14.4 Every notice calling a Trustees' meeting must specify:
 - 14.4.1 the place, day and time of the meeting;
 - 14.4.2 the general nature of the business to be considered at such meeting; and

14.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

14.5 Notice of Trustees' meetings need not be in Writing.

14.6 Article 33 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

15. **Participation in Trustees' meetings**

15.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:

15.1.1 the meeting has been called and takes place in accordance with the Articles; and

15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).

15.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

15.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

16. **Quorum for Trustees' meetings**

16.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.

16.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to take such steps as are necessary to appoint further Trustees.

17. **Chairing of Trustees' meetings**

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

18. **Casting vote**

18.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.

18.2 Article 18.1 does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

19. **Unanimous decisions without a meeting**

- 19.1 A decision is taken in accordance with this Article 19 when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a Conflict of Interest which, under Article 20, results in them not being entitled to vote.
- 19.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.
- 19.3 A decision which is made in accordance with this Article 19 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 19.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;
- 19.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 19.3;
- 19.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and
- 19.3.4 the Recipient must prepare a minute of the decision in accordance with Article 37 (Minutes).

20. **Trustee interests and management of conflicts of interest**

Declaration of interests

- 20.1 Unless Article 20.2 applies, a Trustee must declare the nature and extent of:
- 20.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and
- 20.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.
- 20.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

- 20.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to

give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

20.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

20.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

(a) any benefit received in his, her or its capacity as a beneficiary of the Charity (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Charity;

(b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.32;

(c) payment under the indemnity set out at Article 6; and

(d) reimbursement of expenses in accordance with Article 4.4.2; or

20.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary,

in which case he or she must comply with Article 20.5.

20.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 20.5, he or she must:

20.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

20.5.2 not be counted in the quorum for that part of the process; and

20.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Charity

20.6 Where a Trustee or person Connected with him or her has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

20.6.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

20.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

21. **Register of Trustees' interests**

The Trustees must ensure a register of Trustees' interests is kept.

22. **Validity of Trustee actions**

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

APPOINTMENT OF TRUSTEES

23. **Number of Trustees**

23.1 There shall be at least three Trustees.

23.2 At least two Trustees must be Independent Trustees.

24. **Appointment of Trustees**

24.1 Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees.

24.2 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 25 may be appointed to be a Trustee by the Member (acting through an authorised representative) serving notice in Writing on the Charity.

24.3 Subject to Article 25, Trustees shall be appointed for renewable terms of three years.

Minimum age

24.4 No person may be appointed as a Trustee unless he or she has reached the age of 16 years.

General

24.5 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

25. **Disqualification and removal of Trustees**

25.1 A Trustee shall cease to hold office if:

25.1.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;

25.1.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

25.1.3 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);

- 25.1.4 the Member serves notice in Writing on the Charity that he or she be removed from office;
or
- 25.1.5 in the case of a Trustee who is also an employee or statutory office holder of the Member, unless he or she is otherwise removed as a Trustee or resigns as a Trustee in accordance with this Article 25.1, he or she shall automatically cease to be a Trustee when he or she ceases to be an employee or statutory office holder of the Member.

PATRONS

26. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit. A patron (if not the Member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to the Member.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27. Becoming a member

- 27.1 The Member is the sole member of the Charity.
- 27.2 Subject to Article 28.2, the Member shall appoint its successors or may admit further individuals or organisations to membership as it thinks fit.
- 27.3 The Member shall appoint an individual to represent it at meetings of the Charity and the name of such representative or his or her alternate(s) from time to time and the fact that he or she is the representative of the Member or is an alternate(s) of such representative shall be noted in the register of members. The Member shall be able to replace its representative and his or her alternate(s) with another individual(s) by giving notice in Writing to the Charity.

28. Termination of membership

- 28.1 In the event of a bona fide reconstruction of the Member without insolvency the Member's successor organisation shall automatically become a member of the Charity.
- 28.2 If the Member goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency, or has an administrator or a receiver or an administrative receiver appointed over all its assets, or an order made or a resolution passed for its winding up, the Member's membership shall automatically cease and the Trustees then in office shall, if willing to act, be the members of the Charity and if not so willing, shall admit a new member or members to membership of the Charity after consultation (as far as practicable) with representatives of the former Member.

29. Associate members

- 29.1 The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a

subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts.

DECISION MAKING BY THE MEMBERS

30. Votes of the Member

The Member shall have one vote.

31. Members' meetings

31.1 Subject to the provisions of the Companies Acts and these Articles, the Charity shall dispense with the holding of general meetings for so long as there is a sole member and resolutions of Charity shall be passed by way of written decision in accordance with Article 32.

31.2 If, in accordance with the Companies Acts, a general meeting is required to be called, then the provisions of Part 3 of Schedule 2 of the Companies (Model Articles) Regulations 2008 shall apply to the meeting. Accordingly, the Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting (whether or not any two members attend in the same place) to exercise their rights to speak or vote at it.

32. Written decisions

32.1 For so long as there is a sole member of the Charity, details of any decision of the sole member that:

32.1.1 may be taken by the Charity in general meeting, and

32.1.2 has effect as if agreed by the Charity in general meeting,

must (unless that decision is taken by way of a written resolution) be provided to the Charity in writing within 14 days of the date of the decision.

32.2 Thereafter, the Member may pass resolutions as written resolutions in accordance with the Companies Act.

32.3 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Act.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

33. Communications by the Charity

Methods of communication

33.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006

provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation:

- 33.1.1 in Hard Copy Form;
 - 33.1.2 in Electronic Form; or
 - 33.1.3 by making it available on a website.
- 33.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.
- 33.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

34. **Communications to the Charity**

The provisions of the Companies Acts shall apply to communications to the Charity.

35. **Secretary**

- 35.1 A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
- 35.1.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
 - 35.1.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

36. **Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

37. **Minutes**

- 37.1 The Trustees must ensure minutes are made:

- 37.1.1 of all appointments of officers made by the Trustees;
- 37.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 37.1.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against the Member or Trustee of the Charity, be sufficient evidence of the proceedings.

38. **Records and accounts**

38.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 38.1.1 annual reports;
- 38.1.2 annual statements of account; and
- 38.1.3 annual returns or confirmation statements.

38.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Charity, no person is entitled to inspect any of the Charity's accounting or other records or Documents merely by virtue of being the Member.

39. **Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

WINDING UP

40. **Winding up**

40.1 The Member of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

- 40.1.1 directly for the objects of the Charity; or
- 40.1.2 by transfer to any charity or charities for purposes similar to the Objects; or
- 40.1.3 to any charity or charities for use for particular purposes that fall within the Objects.

40.2 Subject to any such resolution of the Member of the Charity, the Trustees of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for

them, shall on or before dissolution of the Charity be applied or transferred in any of the following ways:

- 40.2.1 directly for the objects of the Charity; or
 - 40.2.2 by transfer to any charity or charities for purposes similar to the Objects; or
 - 40.2.3 to any charity or charities for use for particular purposes that fall within the Objects.
- 40.3 In no circumstances shall the net assets of the Charity be paid to or distributed to the members of the Charity under this Article 40 (except to a member that is itself a charity) and if no resolution in accordance with Article 40.1 or 40.2 is passed by the Member or the trustees the net assets of the Charity shall be applied for charitable purposes as directed by the Charity Commission or the Court.

SCHEDULE

INTERPRETATION – DEFINED TERMS

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	“Address”	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2	“Articles”	the Charity's articles of association;
1.3	“Chair”	has the meaning given in Article 8;
1.4	“Charity”	AIDS Healthcare Foundation UK;
1.5	“Clear Days”	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;
1.6	“Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.7	“Connected”	<p>any person falling within one of the following categories:</p> <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or(b) the spouse or civil partner of any person in (a); or(c) any other person in a relationship with a Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or(d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;
1.8	“Document”	includes summons, notice, order or other legal process and registers and includes, unless otherwise specified, any document sent or supplied in Electronic

		Form;
1.9	“Electronic Form” and “Electronic Means”	have the meanings respectively given to them in the Companies Act 2006;
1.10	“Financial Expert”	an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
1.11	“Hard Copy” and “Hard Copy Form”	have the meanings respectively given to them in the Companies Act 2006;
1.12	“Independent Trustee”	a Trustee who is not a Member Connected Trustee
1.13	“Member”	Aids Healthcare Foundation USA, a non-profit corporation organised under the laws of the State of California operating exclusively for charitable purposes and having its registered office at 6255 W. Sunset Boulevard, 21 st Floor, Los Angeles, California, 90028.
1.14	“Member Connected Trustee”	<p>a Trustee who has or is Connected to a person who has any material direct or indirect interest, whether a personal financial interest or a duty of loyalty or otherwise, in the Member, including:</p> <p>(a) as an employee, office holder or consultant;</p> <p>(b) any Trustee appointed by the Member in accordance with Article 24; or</p> <p>(c) a company law member or shareholder holding more than 1% of the voting rights or issued share capital, as the case may be,</p> <p>provided always that a person shall not be regarded as being a Member Connected Trustee by virtue of being or any Connected person being a client of the Member;</p>
1.15	“Secretary”	the secretary of the Charity (if any);
1.16	“Subsidiary Company”	any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
1.17	“Trustee”	a director of the Charity, and includes any person occupying the position of director, by whatever name called; and

