

# GOVERNANCE FRAMEWORK ANNEX

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Memorandum of Association (last amended 12 January 2006)

Articles of Association (last amended 15 January 2025)

**THE COMPANIES ACTS 1985 TO 1989**

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**PRIVATE COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

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**MEMORANDUM OF ASSOCIATION**

**-OF-**

**TRANSPARENCY INTERNATIONAL (UK)  
("the Company")**

**(As amended by Special Resolution passed on 12 January 2006)**

1. The Company's name is "**TRANSPARENCY INTERNATIONAL (UK)**".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
  - (a) the relief of poverty, suffering and distress in any part of the world caused directly or indirectly by corruption;
  - (b) the promotion for the public benefit of ethical standards of conduct and compliance with the law by governmental, industrial, commercial, voluntary sector and professional organisations in international and domestic business transactions and overseas development initiatives,  
  
and in the furtherance of those objects by:
    - (i) the promotion and undertaking of measures to reduce and eliminate corruption in international and domestic business transactions and overseas development initiatives including those funded by the Government of the United Kingdom and other governments with a view to ensuring that the benefits of such transactions and initiatives accrue to the maximum extent to those in need;
    - (ii) the provision of assistance and expertise to parties to international trade, investment and economic and social development to assist them in ensuring compliance with anti-corruption conventions and legislation;
    - (iii) the giving to legislative and public bodies and others, information and advice and assistance in relation to the combating and elimination of corruption and the effective means to achieve this;

- (iv) helping to reduce and eliminate corruption in international and domestic business transactions and overseas development initiatives by promoting and undertaking measures to ensure that the proceeds of corrupt activities do not benefit those engaging in such activities;
  - (v) the promotion undertaking or commissioning of research into and education concerning the causes and effects of poverty particularly (without prejudice to that generality) in matters relating to corruption and international and domestic business transactions and overseas development initiatives and disseminating and publishing the useful results of any such research; and
- (c) the advancement of public education in business ethics and related subjects with particular reference to the study and application of ethical standards and the elimination or reduction of corruption in the management and conduct of industry and business generally, internationally and in the United Kingdom,

And in furtherance of the above mentioned objects (in paragraphs (a) to (c) above) but not further or otherwise the Company shall have power to do all or any of the following things:-

- (a) to arrange, provide, organise or promote the provision of conferences, lectures seminars, meetings, courses, exhibitions, trainee and information services and other events;
- (b) to write, make, prepare, edit and print, publish, issue and circulate (gratuitously or otherwise) reports, periodicals, books, pamphlets, leaflets, articles, films, video tapes, computer software, electronic devices, materials for study or other documents for the furtherance of, or necessary for the promotion of, the objects of the Company or procure any of the aforesaid acts;
- (c) subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit;
- (d) to raise funds and invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise provided that this shall be without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Company may think fit and provided also that the Company shall not undertake any permanent trading activities in raising funds for the above mentioned charitable objects;
- (e) to lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company;
- (f) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments;

- (g) to subscribe for, either absolutely or conditionally, or otherwise to acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company;
- (h) to invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
- (i) to delegate upon such terms and with such remuneration as the Company shall think fit to professional investment managers the exercise of the power contained in the foregoing sub-paragraph (h);
- (j) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Company may think necessary for the promotion of its objects;
- (k) subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company with a view to the furtherance of its objects;
- (l) subject to clause 4 hereof, to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company;
- (m) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of the Company's employees and such employees' widows and other dependants.
- (n) to make and pay for such indemnity insurance arrangements for the Trustees of the Company as may be permitted by law;
- (o) to subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such charitable organisation, institution, society or body;
- (p) to establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company;

- (q) to do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Company is authorised to amalgamate;
- (r) to pay all or any expenses incurred in connection with the promotion, information and incorporation of the Company;
- (s) to do all such other lawful things as are necessary for the attainment of the above objects or any of them.

Provided that:-

- (i) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
  - (ii) the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.
4. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company, and no member of its Board of Trustees shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company.

Provided that nothing herein shall prevent any payment in good faith by the Company:-

- (a) of reasonable and proper remuneration to any member, officer or servant of the Company (not being a member of its Board of Trustees) for any services rendered to the Company);
- (b) of interest on money lent by any member of the Company or of its Board of Trustees at a reasonable rate per annum not exceeding 2 percent less than the published base lending rate of a clearing bank to be selected by the Board of Trustees or 3 per cent whichever is the greater;
- (c) of reasonable and proper rent for premises demised or let by any member of the Company or of its Board of Trustees;
- (d) of reasonable and proper remuneration and other charges of any professional firm or company (whether incorporated or not) of which a member of its Board of Trustees is a partner, principal, director, consultant or employee for any services rendered to the Company provided that at no time shall a majority of the Board of Trustees benefit under this provision and that a member of the Board of Trustees shall withdraw from any meeting at which the appointment or remuneration of the firm or company is under discussion;

- (e) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Board of Trustees may also be a member holding not more than 1/100<sup>th</sup> part of the capital of that company; and
  - (f) to any member of its Board of Trustees of reasonable and proper out-of-pocket expenses.
- 5. The liability of the members is limited.
- 6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he 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.
- 7. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Company before the time of dissolution, and in so far as effect cannot be gained from such provision, then to some other charitable object.
- 8. In this Memorandum of Association, references to a member or members shall be construed as references to persons (including corporations) who are members of the Company for the purposes of the Companies Act 1985 (as amended).

9. WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

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Names, Addresses and Description of Subscribers

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1 Gerald Francis Parfitt

Byways  
1 Wantage Road  
Streatley-on-Thames  
Reading  
Berkshire  
RG8 9LA

Chartered Accountant

2 George Moody Stuart

Annat  
11 Woodfield Lane  
Ashstead  
Surrey  
KT21 2BQ

Company Director

3 Laurence Cockcroft

101 Riversdale Road  
London  
N5 2SU

Consultant

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DATED this 7<sup>th</sup> day of February 1994

WITNESS to the above Signatures:

J. Turner  
1 Alfred Road  
Acton  
London  
W8 6LH  
United Kingdom

Company No: 2903386

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**TRANSPARENCY INTERNATIONAL (UK)**  
**(the "Company")**

(As amended by a Special Resolution passed on 5 April 1995  
and by a Special Resolution passed on 12 January 2006  
and by a Special Resolution passed on 12 November 2009  
and by a Special Resolution passed on 15 June 2011  
and by a Special Resolution passed on 21 November 2013  
and by a Special Resolution passed on 8 December 2016  
and by a Special Resolution passed on 15 January 2025)

**INTERPRETATION**

1. In these Articles:

"**Advisory Council**" means the advisory council provided for by Article 56 of the Articles.

"**Act**" means the Companies Act 2006, but so that any reference to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

"**Board**" means the Board of Trustees of the Company.

"**Clear days**" in relation to a period of notice means 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.

"**Meeting**" means in-person, virtual or hybrid.

"**Member**" has the meaning provided for by Article 2 of the Articles.

**"General Meeting"** means a meeting of the Members of the Company.

**"Memorandum of Association"** means the memorandum of association of the Company.

**"seal"** means the Common Seal of the Company.

**"secretary"** means any person appointed to perform the duties of the secretary of the Company.

**"show of hands"** means physically raising them and / or raising them electronically.

**"Trustees"** means the directors of the Company, who are charity trustees as defined by Section 177 of the Charities Act 2011 or any statutory modification or re-enactment of it for the time being in force.

**"United Kingdom"** means Great Britain and Northern Ireland.

**"Vote"** means physically completing a poll card and/ or casting a preference in an electronic poll and / or taking turns to indicate a preference to the relevant question.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form including electronically.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification or re-enactment thereof for the time being in force.

Words importing one gender shall include all genders, the singular includes the plural and vice versa and the word "person" shall include corporations.

## **MEMBERS**

2. The Members of the Company for the purposes of the Act shall comprise:
  - (a) the subscribers to the Memorandum of Association;
  - (b) the Trustees and members of the Advisory Council; and
  - (c) subject to the signing of either a written consent to becoming a Member or the register of Members on becoming a Member, those persons admitted to membership pursuant to Article 3.
3. Persons (not being subscribers to the Memorandum of Association or Trustees or members of the Advisory Council) may be admitted to be Members by the Board in accordance with the Articles upon application to the Company in the form required by the Board and subject to such undertakings and by such procedure and in accordance with such criteria as the Board may from time to time require or prescribe. The Board may, in its absolute discretion, decline to accept any person as a Member and need not give reasons for doing so.

## **TERMINATION OF MEMBERSHIP**

4. Membership of the Company of whatever kind shall be terminated if the member:
  - (a) dies or, if it is a corporation, ceases to exist;
  - (b) resigns by written notice to the Company unless, after such resignation, there would be less than three Members;
  - (c) becomes bankrupt (or being a corporation, becomes insolvent) or makes any arrangements or composition with its creditors generally; or
  - (d) is removed from membership by resolution of the Board on the ground that in the reasonable opinion of the Trustees, the member's continued membership is harmful to or otherwise not in the best interests of the Company. A resolution to remove a member from membership may only be passed if the member has been given at least fourteen clear days' notice in writing of the fact that such a resolution is to be proposed, specifying the reasons why such resolution is to be proposed, which such notice shall invite the member to make written representations to the Board prior to the Board meeting at which the resolution to remove the member shall be proposed.
5. A member shall cease to be a Member if the member:
  - (a) is six months or more in arrears in paying its membership subscription (if any); or
  - (b) being a Member who obtained such membership by virtue of its appointment as a Trustee or a member of the Advisory Council, ceases to be a Trustee or member of the Advisory Council (as the case may be).
6. Membership of the Company of whatever kind shall not be transferable.
7. Any termination of membership of the Company shall be without prejudice to any outstanding liability to the Company of that member.

## **GENERAL MEETINGS**

8. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Board shall appoint.
9. The Board may, whenever it thinks fit, convene a General Meeting, and General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitions, as provided by Section 305 of the Act.

## **NOTICE OF GENERAL MEETINGS**

10. An Annual General Meeting and a General Meeting called for the passing of a special resolution shall be called by twenty-one clear days' notice in writing at the least. All other General Meetings shall be called by fourteen clear days' notice in writing at the least. The notice shall specify the place, the day and the hour of meeting and, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company:

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five per cent of the total voting rights at that meeting of all the Members.

11. 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.

## **PROCEEDINGS AT GENERAL MEETINGS**

12. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, three Members present in person or five percent of the Members present in person or by proxy, whichever shall be the greater shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board may determine.
13. The chair of the Board shall preside as chair at every General Meeting of the Company, or if there is no such chair, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Trustees present shall nominate one of the Trustees present to be chair but if such appointee is unwilling or unable to act, the Members shall elect one of their number to be chair of the meeting.
14. The chair may, with the consent of any 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 shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
15. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

- (a) by the chair; or
- (b) by at least two Members present in person or by proxy; or
- (c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

Unless a poll be so demanded, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chair of the meeting.

- 16. Except as provided in Article 20, if a poll is duly demanded it shall be taken in such manner as the chair directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 17. A poll demanded on the election of a chair, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chair of the meeting directs provided that it shall take place within thirty days after it has been demanded, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 18. No notice need be given of a poll not taken forthwith 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, seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

## **VOTES OF MEMBERS**

- 19. The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity in the convening thereof or otherwise or any want of qualification in any of the person present or voting thereat.
- 20. A resolution in writing executed by or on behalf of each Member who would have been entitled to vote upon such resolution had it been proposed at a General Meeting at which he was present shall be as effectual as if it had been passed at a General Meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more of the Members.
- 21. Every Member shall have one vote.
- 22. A Member in respect of whom an order has been made by a court having jurisdiction in matters concerning mental disorder, may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy.

23. No Member shall be entitled to vote at any General Meeting (or in writing pursuant to Article 21) unless all moneys presently payable by him to the Company have been paid.
- 24.
- (a) Any Member of the Company entitled to attend and vote at a General Meeting shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the Member to speak at the meeting.
- (b) On a poll votes may be given either personally or by proxy.
25. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member of the Company.
26. The instrument appointing a proxy and the power of attorney or other authority (including in any such case any authority under which the same has been executed or a copy of such authority certified notarially or in some other way approved by the Trustees) shall be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
27. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

"Transparency International (UK)

I/We \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
 being a Member/Members of the above named Company, hereby  
 appoint\*the chair of the meeting / \_\_\_\_\_ of

\_\_\_\_\_ or failing him \_\_\_\_\_ of \_\_\_\_\_ as my/our  
 proxy to vote for

me/us on my/our behalf at the General Meeting/Annual General Meeting of  
 the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and at any  
 adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

\* Strike out whichever is not desired."

28. Where it is desired to afford Members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

"Transparency International (UK)

I/We \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
being a \_\_\_\_\_

Member/Members of the above named Company, hereby appoint \*the chair  
of the meeting / \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ or failing him \_\_\_\_\_ of \_\_\_\_\_ as my/our  
proxy to vote for \_\_\_\_\_

me/us on my/our behalf at the General Meeting/Annual General Meeting of  
the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and at any  
adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

This form is to be used \* in favour of / against the resolution.

Unless otherwise instructed, the proxy will vote as he thinks fit.

\* Strike out whichever is not desired."

29. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
30. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### **CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS**

31. Any corporation which is a Member of the Company may authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

#### **POWERS AND DUTIES OF THE BOARD**

32. The business of the Company shall be managed by the Board, who may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.

33. All electronic payments, cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.
34. The Board shall cause minutes to be kept:
  - (a) of all appointments of Trustees and other officers made by the Board;
  - (b) of the names of the Trustees present at each meeting of the Board and of committees of the Board.
  - (c) of all resolutions and proceedings at all meetings of the Company, and of the Board and of committees of the Board.

### **NUMBER OF TRUSTEES**

35. The number of the members of the Board shall be not less than six and not more than twelve; the Company may from time to time by ordinary resolution alter the maximum number and the minimum number of members of the Board.
36. The members of the Board shall be entitled to be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning home from meetings of the Board, or any committee of the Board, or General Meetings of the Company or in conjunction with the business of the Company, provided that the Board shall have agreed to pay such expenses prior to their having been incurred.

### **BORROWING POWERS**

37. The Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party subject to such consents as may be required by law.

### **APPOINTMENT OF TRUSTEES**

38. The Board shall have power at any time, and from time to time, to appoint any person to be a Trustee, either to fill a casual vacancy or as an addition to the existing Trustees, but so that the total number of Trustees shall not at any time exceed any maximum number fixed in accordance with these Articles. Any Trustee so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for election, but shall not be taken into account in determining the Trustees who are to retire by rotation at such meeting.
39. The Company may by ordinary resolution, of which special notice has been given in accordance with Section 312 of the Act, remove any Trustee before the expiration of his period in office notwithstanding anything in these Articles or in any agreement between the Company and such Trustee.
40. The Company may by ordinary resolution appoint another person in place of a Trustee removed from office under the immediately preceding Article. Without

prejudice to the powers of the Board under Article 38 the Company in General Meeting may appoint any person to be a Trustee either to fill a casual vacancy or as an additional Trustee. A person appointed under this Article 40 to fill a vacancy shall be subject to retirement at the same time as if he had become a Trustee on the day on which the Trustee in whose place he is appointed was last elected a Trustee. A person appointed under this Article 40 as an additional Trustee shall be subject to the normal retirement by rotation rules set out in Articles 44-48.

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

#### **DISQUALIFICATION OF TRUSTEES**

42. The office of Trustee shall be vacated if the Trustee:
  - (a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (b) becomes prohibited from being a Trustee by reason of any order made under any provision of the Act or any other statute or otherwise becomes prohibited by law from being a Trustee; or
  - (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or
  - (d) resigns his office by notice in writing to the Company; or
  - (e) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 177 of the Act; or
  - (f) ceases to be a Member;
  - (g) is absent without the permission of the Chair from three meetings of the Board in any 12-month period and the Trustees resolve that his/her office be vacated; or
  - (h) ceases to be entitled to be a Trustee pursuant to Article 46.
43. A member of the Board shall not vote in respect of any contract in which he is interested or any matter arising thereout, and if he does so vote his vote shall not be counted.

#### **ROTATION OF TRUSTEES**

44. At each Annual General Meeting one-third of the Trustees for the time being or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.
45. The Trustees to retire in every year shall be those who have been longest in office since their last election, but as between persons who became Trustees on the same day

those to retire shall (unless they otherwise agree among themselves) be determined by lot.

46. A retiring Trustee shall be eligible for re-election for a further term provided that no Trustee may serve on the Board for more than nine years in aggregate ("the Ordinary Aggregate Term"), unless at the expiry of such period, he holds the position of Chair of the Board. In accordance with the provisions of Article 52, a person who is Chair and has served as a Trustee for nine years and remains eligible may continue to serve as a Trustee for a period not exceeding three years or until he ceases to hold the office of Chair, whichever is the sooner event.
47. The Company at the meeting at which a Trustee retires in the manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Trustee shall, if offering himself for re-election, (and provided he is eligible to do so) be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Trustee shall have been put to the meeting and lost.
48. No person other than a Trustee retiring at the meeting shall unless recommended by the Board be eligible for election to the office of Trustee at any General Meeting unless, not less than seven nor more than thirty-five clear days before the date appointed for the meeting, there shall have been left at the registered office of the Company notice in writing signed by a Member duly qualified to attend and vote at the meeting for which such notice has been given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.

## **PROCEEDINGS OF THE BOARD**

49. The Board shall meet for the despatch of business, adjourn, and otherwise regulate its meetings, as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chair shall have a second or casting vote. A Trustee may, and the secretary on the requisition of a Trustee shall, at any time summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any Trustee for the time being absent from the United Kingdom.
50. The quorum necessary for the transaction of the business of the Board shall be three or one-third of the number of Trustees for the time being whichever shall be the greater number.
51. The continuing Trustees may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles as the necessary quorum of Trustees the continuing Trustees may act for the purpose of increasing the number of Trustees to that number, or of summoning a General Meeting of the Company, but for no other purpose.
52. The Board shall elect a Chair from amongst their number to serve for a term of three years renewable for a further term of three years with the consent of the Board. Any Trustee who is so elected shall be eligible to serve as Chair for an aggregate period not exceeding six years, subject to the provisions of Article 46 which impose an

overall limit of twelve years of service on a Trustee who is Chair at time of the expiry of the Ordinary Aggregate Term. The Board may at any time remove a Trustee from the office of Chair upon a resolution of the Board which is carried by a simple majority. If at any meeting the Chair is not present within five minutes after the time appointed for holding the same the meeting shall be chaired by the Deputy Chair or Vice Chair or Senior Independent Trustee, where one has been appointed, and in his or her absence by any Trustee chosen by the Trustees present at the meeting.

53. The Board may elect (and may remove) a Deputy Chair or Senior Independent Trustee from amongst their number to serve for a term of three years, renewable for a further term of three years with the consent of the Board. The Terms of Reference for such position shall be approved by the Board and may be amended by the Board as it thinks fit.
54. The Board may delegate any of their powers to committees consisting of such number of the Trustees as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board, shall otherwise be governed by the provisions of the Articles regulating the meetings and proceedings of the Board so far as the same are applicable and not inconsistent with any regulations made by the Board and shall report all its decisions and acts to the Board as soon as is reasonably practicable.
55. A resolution in writing (which may comprise several documents containing the text of the resolution in like form) signed by all the Trustees for the time being entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held.

#### **THE ADVISORY COUNCIL**

56. The Company shall have an Advisory Council whose function shall be to provide advice to the Board and Chief Executive, in particular but not exclusively when the Board seeks its advice on any matter. Subject to any contrary provision in the Articles or any resolution of the Board, such advice shall not be binding on the Board. The Advisory Council shall seek to assist the Board and the Company by offering advice based on its members' authority, expertise and variety of opinion as derived from experience of, inter alia, relevant sectors of business, public service, unions, the voluntary sector, academia and the community. In particular (but without prejudice to the generality) the Advisory Council may:
  - (a) consider and advise the Board on how the Company should handle, process and pursue matters that the Board may from time to time refer to it;
  - (b) consider and advise the Board in respect of such strategy or such corporate plans as the Board may from time to time refer to it;
  - (c) consider and advise the Board in respect of such draft publications and papers as the Board may from time to time refer to it;
  - (d) consider and advise the Board on the recipients of any awards which the Company may organize.

57. Notwithstanding any provisions of the Articles requiring the Board to seek the advice of or to consult with the Advisory Council, the Board may act without such advice or consultation; and as an alternative to the Board seeking advice from or consulting with the Advisory Council the chair of the Board for the time being may (where possible) seek the advice of or consult with the chair of the Advisory Council for the time being.

#### **NUMBER OF ADVISORY COUNCIL MEMBERS**

58. Unless otherwise determined by ordinary resolution the maximum number of Advisory Council members shall be twelve and the minimum shall be six.

#### **APPOINTMENT OF ADVISORY COUNCIL MEMBERS**

59. Subject to the Articles, the Board, on the recommendation of the chair of the Board having sought the advice of the chair of the Advisory Council, shall by resolution appoint (and may remove) the chair of the Advisory Council and such Advisory Council members on such terms as it shall think fit. Advisory Council members so appointed shall serve for a term of five years, renewable for such further term(s) as the Board may think fit.

#### **ADVISORY COUNCIL MEMBERS' EXPENSES**

60. Advisory Council members may be paid reasonable travelling, hotel, and other expenses properly incurred by them in connection with their attendance (if invited) at meetings of Trustees or committees of Trustees or the Advisory Council or General Meetings or otherwise in connection with the discharge of their duties provided that the Board shall have agreed to pay such expenses prior to their having been incurred.

#### **PROCEEDINGS OF THE ADVISORY COUNCIL**

61. Subject to any contrary provision in the Articles or in any Board resolution the Advisory Council may regulate its proceedings as its members shall think fit.
62. The Board shall elect a chair of the Advisory Council's meetings and determine the period for which he is to hold office, but, if no such chair is elected, or if at any meeting the chair is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chair of the meeting.

#### **SECRETARY**

63. Subject to Section 16(6) of the Act, the secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as the Board may think fit; and any secretary so appointed may be removed by it: Provided always that no Trustee may occupy the salaried position of secretary.
64. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Trustee and the secretary shall not be satisfied by its being done by or to the same person acting both as Trustee and as, or in place of, the secretary.

## **THE SEAL**

65. If the Company has a seal the Board shall provide for its safe custody and it shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Trustee and shall be countersigned by the secretary or another Trustee or by some other person appointed by the Board for the purpose.

## **ACCOUNTS**

66. The Board shall cause accounting records to be kept in accordance with the provisions of the Act.
67. The accounting records shall be kept at the registered office of the Company or, subject to the provisions of the Act, at such other place or places as the Board thinks fit, and shall always be open to the inspection of the officers of the Company.
68. Subject to the Act the Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being members of the Board.
69. Subject to the provisions of any elective resolution of the Company for the time being in force, the Board shall from time to time in accordance with the provision of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those provisions (or, as the case may be, the Act).
70. Subject to the provisions of any elective resolution of the Company for the time being in force, a copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the auditor's report, and the Board's report, shall not less than twenty-one days before the date of the meeting be sent to every member of the Company and every person entitled to receive notice of General Meetings of the Company.
71. While the Company is registered as a charity in the United Kingdom, the Trustees shall comply with the requirements of the Charities Act 2011 with regard to:
  - (a) the transmission of statements of account to the Company;
  - (b) the preparation of an annual report and its transmission to the Charity Commission;
  - (c) the preparation of an annual return and its transmission to the Charity Commission.
72. The Trustees shall notify the Charity Commission promptly of any changes to the Company's entry on the Charity Register.

## **AUDIT**

73. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

## **NOTICE**

74.

- (a) A notice may be given by the Company to any member either personally or by sending it to an e-mail address supplied by him or by sending it by post to him at his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company for the giving of notice to him. Where a notice is sent by post or by e-mail, service of the notice shall be deemed to be effected by 24 hours after (as the case may be) the letter containing the same is posted or the e-mail is sent, and in any other case at the time at which the letter or other communication would be delivered in the ordinary course of post.
- (b) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- (c) Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Chartered Governance Institute shall be conclusive evidence that the notice was given.

75. Notice of every General Meeting shall be given in any manner authorised earlier in these Articles to:

- (a) every Member except those Members who have not supplied to the Company a postal address within the United Kingdom or an email address for the giving of notices to them;
- (b) every person being a trustee in bankruptcy of a Member where the Member but for his bankruptcy would be entitled to receive notice of the meeting;
- (c) the auditors for the time being of the Company; and
- (d) each Trustee.

No other person shall be entitled to receive notices of General Meetings.

## **DISSOLUTION**

76. Clause 7 of the Memorandum of Association relating to the winding-up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

## **RULES OR BYE LAWS**

77.

- (a) The Board may from time to time make such Rules or Bye Laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may by such Rules or Bye Laws regulate:
  - (i) The admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the subscriptions and other fees or payments to be made by members.
  - (ii) The conduct of members of the Company in relation to one another, and to the Company's employees.
  - (iii) The setting aside of the whole or any parts of the Company's premises at any particular time or times or for any particular purpose or purposes.
  - (iv) The procedure at General Meetings and meetings of the Board and Committees of the Board in so far as such procedure is not regulated by these Articles.
  - (v) And, generally, all such matters as are commonly the subject matter of Company or company rules.
- (b) The Company in General Meeting shall have power to alter or repeal the Rules or Bye Laws and to make additions thereto and the Board shall adopt such means as they deem sufficient to bring to the notice of members of the Company, all such Rules or Bye Laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

## INDEMNITY

78.

- (a) To the extent permitted by the Act and without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a Trustee or other officer of the Company (other than any person (whether or not an officer of the Company) engaged by the Company as auditor) shall be and shall be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him (whether in connection with any negligence, default, breach of duty or breach of trust by him or otherwise) in relation to the Company or its affairs provided that such indemnity shall not apply in respect of any liability incurred by him:
- (i) to the Company or to any associated charity; or
  - (ii) to pay a fine imposed in criminal proceedings; or
  - (iii) to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising); or
  - (iv) in defending any criminal proceedings in which he is convicted; or
  - (v) in defending any civil proceedings brought by the Company, or an associated charity, in which judgment is given against him; or
  - (vi) in connection with any application under any of the following provisions in which the court refuses to grant him relief, namely:
    - (a) (to the extent that such sections are capable of applying to the Company) Section 661(3) or (4) (acquisition of shares by innocent nominee); or
    - (b) Section 1157 (general power to grant relief in case of honest and reasonable conduct).
- (b) In Article 78(a) (iv), (v) or (vi) the reference to a conviction, judgment or refusal of relief is a reference to one that has become final. A conviction, judgment or refusal of relief becomes final:
- (i) if not appealed against, at the end of the period for bringing an appeal, or
  - (ii) if appealed against, at the time when the appeal (or any further appeal) is disposed of.
- An appeal is disposed of:
- (iii) if it is determined and the period for bringing any further appeal has ended, or

- (iv) if it is abandoned or otherwise ceases to have effect.
  - (c) In Article 78(a), "associated charity", in relation to the Company, means a charity which is a subsidiary of the Company, or a holding company of or a subsidiary of any holding company of the Company.
  - (d) Without prejudice to Article 79(a) or to any indemnity to which a Trustee may otherwise be entitled, and to the extent permitted by the Act and otherwise upon such terms and subject to such conditions as the Trustees may in their absolute discretion think fit, the Trustees shall have the power to make arrangements to provide a Trustee with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with an application under Section 661(3) or (4) (acquisition of shares by innocent nominee) or Section 1157 (general power to grant relief in case of honest and reasonable conduct) or to enable a Trustee to avoid incurring any such expenditure.
79. To the extent permitted by the Act, the Trustees may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was:
- (a) a Trustee, secretary or auditor of the Company or of a charity which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect); or
  - (b) trustee of a retirement benefits scheme or other trust in which a person referred to in the preceding paragraph is or has been interested,
- indemnifying him and keeping him indemnified against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company.