

Company number: 01738194
Charity number: 287545

Written resolution of

The Christian Children's Fund of Great Britain ("the Charity")

Circulation date: 2 September 2016

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the Trustees of the Charity propose that the following resolutions are passed as special resolutions.

It is hereby resolved by way of special resolution

SPECIAL RESOLUTION 1

THAT the existing Memorandum of Association of the Charity be amended and restated such that it conforms with the draft Memorandum of Association attached hereto

SUBJECT to and with effect from the date of the Transfer Agreement to be concluded on or around 1 October 2016 between EveryChild (a charitable company with charity number 1089879 and company number 4320643) and Family for Every Child (a charitable company with charity number 1149212 and company number 08177641)

SPECIAL RESOLUTION 2

THAT the draft Articles of Association attached hereto be and are hereby approved and adopted as the Articles of Association of the Charity in substitution for and to the exclusion of all existing Articles of Association of the Charity

SUBJECT to and with effect from the date of the Transfer Agreement to be concluded on or around 1 October 2016 between EveryChild (a charitable company with charity number 1089879 and company number 4320643) and Family for Every Child (a charitable company with charity number 1149212 and company number 08177641)

IT being noted that this will have the effect of making Family for Every Child the sole member of the Charity, and all the current members ceasing to be members when the new Articles of Association take effect

Signed:



John Bines

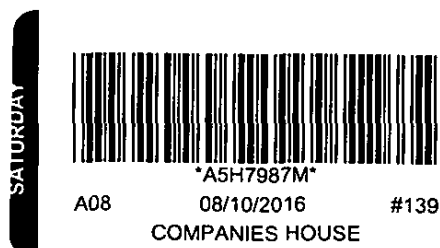
Date 2/9/2016

Signed



for and on behalf of EveryChild

Date 28.9.2016



- 1 If you agree with the Resolution, please indicate your agreement by

Hand: by delivering the signed and dated resolution to Kathryn Ripley, EveryChild, 23 Austin Friars, London EC2N 2QP,

Post: by returning the signed and dated resolution by post Kathryn Ripley, EveryChild, 23 Austin Friars, London EC2N 2QP,

Email: by attaching a scanned copy of the signed and dated resolution to an email and sending it to Kathryn.ripley@everychild.org.uk Please enter "Written resolution dated 2 September 2016" in the email subject box

You may not return the Resolution to the Charity by any other method

- 2 If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply
3. Once you have indicated your agreement to the resolution, you may not revoke your agreement
- 4 Unless, by 30 September 2016, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us on or before this date
- 5 (If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document)
6. A copy of this resolution has been sent to the auditors

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum of Association

of

The Christian Children's Fund of Great Britain

Company No: 01738194



Bates Wells Braithwaite

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

We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

- | | | |
|---|---|--------------------------|
| 1 | Christian Children's Fund Inc
203 E Cary Street,
Richmond,
Virginia 23219, U S A | U S Charity |
| 2 | Thomas W Murrell, Jr
17, E Grace Street,
Richmond,
Virginia 23219, U S A | Medical Practitioner |
| 3 | Lord Vernon
John Lawrence Vernon,
Sudbury House,
Sudbury, Derbyshire | Peer of the Realm |
| 4 | G C de Boinville,
Walkern Hall,
Nr Stevenage, Herts | Retired |
| 5 | P D C Kinmont,
Ermine House,
Fulbelk, Grantham, Lincs | Consultant Dermatologist |
| 6 | Mrs J C Clutterbuck,
Pentlands House,
Sarratt, Hertfordshire | Artist |

DATED THE 9th day of June 1988

Witness to the above signatures

- | | | |
|---------|--|-----------------|
| 1 and 2 | Lewis T Booker,
77 E Main Street,
Richmond
Virginia 23212, U S A | Attorney at Law |
| 3 | F Hilton,
Dambridge Mill Cottage,
Woodlands Cliff,
Marchington,
Staffordshire, | Secretary |
| 4 | J Gordon,
Watling House,
35-37 Cannon Street
London EC4M 5SD | Articled Clerk |
| 5 | H P Kelway,
Fulbeck,
Grantham,
Lincs | Magistrate |
| 6 | A L Wood,
97 Grove Park Road,
London, W4 | Army Officer |

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

The Christian Children's Fund of Great Britain

Company No: 01738194



Bates Wells Braithwaite

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

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of The Christian Children's Fund of Great Britain

Company No: 01738194

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

2 1 The objects of the Charity are

2 1 1 to relieve child poverty and hardship anywhere throughout the world and to promote the care, development or education of needy children, anywhere throughout the world, irrespective of their religion, sex or race or national origin for the purpose of providing for the healthy growth, development and education of children otherwise lacking basic necessities in accordance with the United Nations Convention on the Rights of the Child and the United Nations Declaration on the Rights of the Child (1959) and to promote knowledge and observance of that Convention and Declaration,

2 1 2 the furtherance of charitable purposes which relieve or combat malnutrition, hunger, disease, sickness, poverty or distress anywhere throughout the world,

2 1 3 and subject thereto to carry on such other charitable activities as the company may determine

("the Objects")

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 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any medium,

3 1 4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available,

- 3 1 5 provide or procure the provision of counselling and guidance,
- 3 1 6 provide or procure the provision of advice,
- 3 1 7 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 8 enter into contracts to provide services to or on behalf of other bodies,
- 3 1 9 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 10 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 11 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 12 set aside funds for special purposes or as reserves against future expenditure,
- 3 1 13 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property,
- 3 1 14 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 15 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 16 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 17 accept (or disclaim) gifts of money and any other property,
- 3 1 18 raise funds by way of subscription, donation or otherwise,
- 3 1 19 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 20 incorporate and acquire subsidiary companies to carry on any trade,
- 3 1 21 subject to Article 4 (Limitation on private benefits)
 - (a) engage and pay employees, consultants and professional or other advisers, and

- (b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants,
- 3 1 22 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 23 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 24 undertake and execute charitable trusts,
- 3 1 25 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 26 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body,
- 3 1 27 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them,
- 3 1 28 pay out of the funds of the Charity the costs of forming and registering the Charity,
- 3 1 29 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 30 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 31 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 members

- 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 any member of the Charity This shall not prevent any payment in good faith by the Charity of
- 4 2 1 any payment to give financial support, either by means of payments under covenant or other agreement, or in such other manner as may be deemed expedient, to any charitable organisation or organisations whether corporate or unincorporated wheresoever situate (notwithstanding that it may be a member of the Charity) concerned with the provision of the healthy growth, development and education of children otherwise lacking basic necessities,

- 4 2 2 reasonable and proper remuneration to any member for any services supplied to the Charity, provided that if such member is a Trustee Article 4 4 shall apply,
- 4 2 3 interest at a reasonable and proper rate on money lent by any member to the Charity,
- 4 2 4 any reasonable and proper rent for premises let by any member to the Charity, and
- 4 2 5 any payments to a member who is also a Trustee which are permitted under Article 4 4

Permitted benefits to Trustees

- 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 Article 4 4 or authorised by the court or the Charity Commission
- 4 4 A Trustee may receive the following benefits from the Charity
 - 4 4 1 a Trustee, being a solicitor, accountant or other person engaged in any profession, may receive payment of usual professional or other charges for work done by him or his firm in connection with the promotion of the above objects,
 - 4 4 2 payment to a company of which a Trustee is a member holding not more than 1% of the capitalprovided that where benefits are conferred under Article 4 4, Article 21 (Trustee interests and management of conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit

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 it is a member or within one year after it ceases to be a member, for
 - 5 1 1 payment of the Charity's debts and liabilities contracted before it ceases to be a 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

Subject to the provisions of the Companies Act 1985 and the Articles but without prejudice to any indemnity to which a director may otherwise be entitled, every Trustee or other officer

or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company

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 it determines 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
- 12 1 7 the Financial Expert or Financial Experts must not do anything outside the powers of the Trustees

13 Rules

- 13 1 The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Charity and its affairs including (without limitation) how the Trustees make decisions and how such rule are to be recorded or communicated to the Trustees
Rules made under this Article must not be inconsistent with the Companies Acts, the Articles or any rule of law

DECISION-MAKING BY TRUSTEES

14 Trustees to take decisions collectively

- 14 1 Any decision of the Trustees must be either
 - 14 1 1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 19), or
 - 14 1 2 a unanimous decision taken in accordance with Article 20

15 Calling a Trustees' meeting

- 15 1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting
- 15 2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either
 - 15 2 1 all the Trustees agree, or
 - 15 2 2 urgent circumstances require shorter notice
- 15 3 In deciding on the date and time of any Trustees' meeting, the Trustees calling or requesting the Secretary to call the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate
- 15 4 Notice of Trustees' meetings must be given to each Trustee
- 15 5 Every notice calling a Trustees' meeting must specify
 - 15 5 1 the place, day and time of the meeting,

-
- 15 5 2 the general nature of the business to be considered at such meeting, and
- 15 5 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
- 15 6 Notice of Trustees' meetings need not be in Writing
- 15 7 Article 30 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose
- 16 Participation in Trustees' meetings**
- 16 1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when
- 16 1 1 the meeting has been called and takes place in accordance with the Articles, and
- 16 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)
- 16 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
- 16 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
- 17 Quorum for Trustees' meetings**
- 17 1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 17 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
- 17 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 appoint further Trustees
- 18 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
- 19 Casting vote**
- 19 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
- 19 2 Article 19 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

20 Unanimous decisions without a meeting

20 1 A decision is taken in accordance with this Article 20 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

20 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

21 Trustee interests and management of conflicts of interest

Declaration of interests

21 1 Unless Article 21 2 applies, a Trustee must declare the nature and extent of

21 1 1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity, and

21 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

21 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

21 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

21 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

21 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) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3 1 30, and

(b) payment under the indemnity set out at Article 6, or

21 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 21 5

- 21 5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 21 5, he or she must
- 21 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,
- 21 5 2 not be counted in the quorum for that part of the process, and
- 21 5 3 withdraw during the vote and have no vote on the matter

Continuing duties to the Charity

- 21 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
- 21 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
- 21 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

22 Register of Trustees' interests

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

23 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 AND RETIREMENT OF TRUSTEES

24 Number of Trustees

There shall be at least three Trustees

25 Appointment of Trustees and retirement of Trustees by rotation

- 25 1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 26, may be appointed to be a Trustee by notice by the Member giving notice in Writing to the Charity
- 25 2 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees

26 Disqualification and removal of Trustees

26 1 A Trustee shall cease to hold office if

26 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,

26 1 2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity,

26 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),

26 1 4 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason,

26 1 5 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees, or

26 1 6 the Member serves notice in Writing on the Charity that he or she be removed from office

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 The name of the Member must be entered into the register of members

27 3 In the event of a bona fide reconstruction of the Member without insolvency the Trustees shall admit its successor organisation as Member

27 4 In the event that 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 winding up or is subject to equivalent proceedings in any other jurisdiction, the Member's membership shall automatically cease, and the Trustees shall after consultation (as far as practicable) with representatives of the former member admit any other person or persons willing to become the member or members of the Charity to membership

27 5 Except as provided in this Article, the Trustees shall not have power to admit new members of the Charity

MEETINGS AND COMPANY RESOLUTIONS

28 Decisions of the Member

- 28 1 The Member shall appoint an individual to represent it at meetings of the Charity and the name of such representative of the Member shall be noted in the register of members
- 28 2 The Member may replace its representative with another individual by giving notice in Writing to the Charity

29 Member meetings and written resolutions

- 29 1 Decisions of the Member can be made
 - 29 1 1 by passing a written resolution in accordance with the provisions of the Companies Acts which is signed by an authorised representative of the Member, or
 - 29 1 2 by passing a resolution at a members' meeting convened and held in accordance with the provisions of the Companies Act 2006
- 29 2 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

30 Communications by the Charity

Methods of communication

- 30 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
 - 30 1 1 in Hard Copy Form,
 - 30 1 2 in Electronic Form, or
 - 30 1 3 by making it available on a website
- 30 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
- 30 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

Deemed delivery

- 30 4 If the Member is present at a meeting of the Charity, through its authorised representative, it shall be deemed to have received notice of the meeting and the purposes for which it was called
- 30 5 Where any Document or information is sent or supplied by the Charity to the Member
- 30 5 1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted,
- 30 5 2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent,
- 30 5 3 where it is sent or supplied by means of a website, it is deemed to have been received
- (a) when the material was first made available on the website, or
- (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website
- 30 6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours

31 Communications to the Charity

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

32 Secretary

- 32 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
- 32 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
- 32 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

33 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

34 Minutes

34 1 The Trustees must ensure minutes are made

34 1 1 of all appointments of officers made by the Trustees,

34 1 2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting), and

34 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

35 Records and accounts

35 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

35 1 1 annual reports,

35 1 2 annual statements of account, and

35 1 3 annual returns or confirmation statements

36 Exclusion of model articles

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

WINDING UP

37 Winding up

37 1 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 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 at or before the time of dissolution and in so far as effect cannot be given to such provision, then to some other body the objects of which are the promotion of charity (whether or not the body is a member of the company)

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”	The Christian Children’s Fund for Great Britain,
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”	any person falling within one of the following categories (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 Section 1168 of 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	“Member”	means Family for Every Child company number 08177641 charity number 1149212 registered address 23 Austin Friars, London, EC2N 2QP, or any successor organisation admitted in accordance with Article 27,
1 13	“Public Holiday”	means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered,
1 14	“Secretary”	the secretary of the Charity (if any),
1 15	“Trustee”	a director of the Charity, and includes any person occupying the position of director, by whatever name called, and
1 16	“Writing”	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise
2	Subject to paragraph 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it	
3	Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity	