

Company Number: 4354366

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE**

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**ARTICLES OF ASSOCIATION**

**OF**

**PRIVACY INTERNATIONAL**

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**(As Amended on 3 September 2020)**



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**OF**

**PRIVACY INTERNATIONAL**

**1. Interpretation**

**1.1 In these Articles:**

the “**Act**” means the Companies Act 2006;

the “**Acts**” means the Act and every other Act for the time being in force concerning companies and affecting the Charity;

“**the Articles**” means these Articles of Association and the regulations of the Charity from time to time in force;

the “**Auditors**” means the Auditors for the time being of the Charity;

the “**Charity**” means the company intended to be regulated by these Articles;

the “**Commission**” means the Charity Commission for England and Wales;

the “**Executive Director**” means any person appointed by the Trustees as Executive Director in accordance with these Articles;

the “**Memorandum**” means the Charity’s memorandum of association;

the “**Office**” means the registered office of the Charity;

the “**Seal**” means the common seal of the Charity if it has one;

“**Trustee**” means one of the Trustees; and

the “**Trustees**” means the directors of the Charity. The Trustees are charity trustees as defined by section 177 of the Charities Act 2011.

**1.2 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.**

- 1.3 Words importing the singular number only shall include the plural number and vice versa.
- 1.4 Words importing the masculine gender shall include the feminine gender.
- 1.5 Words importing persons shall include corporations.
- 1.6 Subject to the above, any words or expressions defined in the Acts shall (if not inconsistent with the subject or context) bear the same meanings in these Articles.

## **2. Objects**

- 2.1 The Charity's objects are to promote the human right of privacy (as set out in the Universal Declaration of Human Rights and subsequent United Nations conventions and declarations) throughout the world, specifically:
  - (a) To raise awareness of, to conduct research about, and to provide educational materials regarding threats to personal privacy;
  - (b) To monitor and report on surveillance methods and tactics employed against individuals and groups;
  - (c) To work at national and international levels toward the provision of strong and effective privacy protections;
  - (d) To monitor the nature, effectiveness and extent of measures to protect privacy, and to seek ways through information technology to protect personal information;
- 2.2 In furtherance of these objects, but not otherwise, the Trustees shall have power to engage in political activity provided that the Trustees are satisfied that the proposed activities will further the purposes of the Charity to an extent justified by the resources committed and the activity is not the dominant means by which the Charity carries out its objects.
- 2.3 In the furtherance of the said objects but not further or otherwise the Charity shall have the following powers:
  - (a) to purchase, lease, hire, or otherwise acquire, and also (subject to such consents (if any) as may for the time being be imposed or required by law) sell, mortgage, lease, grant licences, easements and other rights over, exchange or otherwise deal with or dispose of any real or personal property (including any estate or interest therein) for the purposes of the Charity. In exercising the power to dispose of all or any part of property, the Charity must comply with sections 117 and 122 of the Charities Act 2011;
  - (b) to rent, build, construct, endow, furnish, equip, execute, carry out, improve, work, alter, administer, maintain, manage, insure or control buildings and premises of all descriptions and to contribute to or assist in any of the aforesaid activities with a view to the promotion or carrying out of the objects of the Charity;

- (c) to borrow and raise money upon banking account or otherwise and to secure or discharge any debt or obligation of or binding upon the Charity by the issue of or upon bonds, debentures, bills of exchange, promissory notes, mortgages, charges or such other obligations or securities as the Charity may think 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. The Charity must comply as appropriate with sections 124-126 of the Charities Act 2011, if it wishes to mortgage land;
- (d) to acquire (whether beneficially or as trustee) by gift, devise, bequest, purchase, lease, hire or otherwise any real or personal property anywhere in the world (including any estate or interest therein and any rights or privileges necessary or desirable for any of the purposes of the Charity) and whether or not any of the same shall be subject to any liability and to retain any property so acquired or acquired otherwise in the state in which it may be at the time of such acquisition or (subject to such consents (if any) as may for the time being be imposed or required by law) to sell, lease, call in, convert into money, dispose of or otherwise deal with all or any part of the same in such manner as shall further the objects of the Charity;
- (e) either with or without security, to give financial assistance by way of loans, donations or subscriptions or otherwise to any charitable association, trust, society or corporation for the purpose of furthering the objects of the Charity;
- (f) to compile, print, publish or otherwise disseminate or procure the compilation, printing, publication or other dissemination gratuitously or otherwise of any reports, journals, periodicals, books, newspapers, pamphlets, leaflets or other forms of literature or documents and to broadcast, televise or to make and issue or otherwise show films and video tapes or to procure the broadcasting, televising or the making, issuing and showing of films and video tapes in furtherance of the objects of the Charity;
- (g) to establish, undertake and execute any trusts which may lawfully be undertaken by the Charity and are directly ancillary to its objects;
- (h) to establish, finance and manage whether in the United Kingdom or elsewhere any charitable body, association or organisation (whether incorporated or unincorporated) to carry out within the territory in which or in some part of which it is established the objects herein set out;
- (i) to take all such steps as shall from time to time be necessary for the purpose of promoting the objects of the Charity and for procuring contributions by way of donations, subscriptions, devises, bequests and in any other manner from time to time permitted by law. In doing so, the Charity must not undertake any taxable permanent trading

activity (but this proviso shall not prevent the Charity from engaging in any trading activity in carrying out its objects);

- (j) generally to obtain, collect and receive money and raise funds and to invite and receive contributions from any persons or organisations (whether incorporated or unincorporated) whatsoever by way of subscription donation (including deeds of covenant) and otherwise provided that the Charity shall not undertake any permanent trading activities in raising funds for the objects of the Charity (but this proviso shall not prevent the Charity from engaging in any trading activity in carrying out its objects) and shall comply with any relevant statutory regulations;
- (k) to establish, promote or encourage the formation of or to affiliate, amalgamate, support, combine or co-operate with any other charitable association, trust, society or corporation, and to liaise, communicate, co-operate or co-ordinate with any public body, local or governmental authority, professional body, company, committee or other organisation in all or in any parts of the world in furtherance of the objects of the Charity; subject to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law to transfer any property whether real or personal to any such association, trust, society or corporation as aforesaid and to enter into covenants for the making of periodic payments of the nature aforesaid;
- (l) generally to aid and to receive aid from any such other charitable association, trust, society or corporation as aforesaid in furtherance of the objects or any of the objects of the Charity;
- (m) to lend money to and guarantee or provide security (whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) of the Charity) for any borrowing by or the performance of the contracts or obligations of any such charitable association, trust, society or corporation and for the purpose aforesaid to give all kinds of indemnities. The Charity must comply as appropriate with sections 124 to 126 of the Charities Act 2011, if it wishes to mortgage land;
- (n) to employ, and pay staff and professional or other advisers as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 4 and provided it complies with the conditions in that Article;
- (o) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependents;
- (p) to draw, make, accept, endorse, discount, negotiate, execute and issue, and to buy, sell and deal with bills of exchange, promissory notes,

warrants, debentures and other negotiable or transferable instruments or securities and to operate bank accounts;

- (q) to invest the moneys of the Charity not immediately required for its purposes in or upon any investments, securities or property in any part of the world as may be thought fit in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustees Act 2000, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- (r) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity, both as a company and as a charity;
- (s) to pay out of the funds of the Charity any premium in respect of indemnity insurance for:
  - (i) any officer or employee of the Charity (including an officer or employee who is a member of the Charity); and
  - (ii) the Trustees, in accordance with, and subject to, the conditions in section 189 of the Charities Act 2011

provided that such premium is permitted to be paid under Articles 3 and 4 below; and

- (t) to do all other such lawful things as shall further the above objects or any of them.

PROVIDED that:

- (i) in case the Charity shall take or hold any property which may be subject to a trust, the Charity shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts; and
- (ii) the Charity's objects shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

### **3. Application of Income and Property**

- 3.1 The income and property of the Charity shall be applied solely towards the promotion of the objects of the Charity.
- 3.2 A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- 3.3 A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.

- 3.4 A Trustee may receive an indemnity from the Charity in the circumstances specified in Article 28.
- 3.5 A Trustee may not receive any other benefit or payment unless it is authorised by Article 4.
- 3.6 Subject to Article 4, none of the income or 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 does not prevent a member who is not also a Trustee receiving:
- (a) a benefit from the Charity in the capacity of a beneficiary of the Charity; or
  - (b) reasonable and proper remuneration for any goods or services supplied to the Charity.

#### **4. Benefits and payments to Trustees and connected persons**

##### **4.1 General Provisions**

No Trustee or connected person may:

- (a) buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the Charity;
- (c) be employed by, or receive any remuneration from, the Charity;
- (d) receive any other financial benefit from the Charity;

Unless the payment is permitted by Article 4.2, or authorised by the court or the Charity Commission.

In this Article a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

##### **4.2 Scope and powers permitting Trustees’ or connected persons’ benefits:**

- (a) a Trustee or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the Trustees do not benefit in this way;
- (b) a Trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011;



- (c) subject to Article 4.3 a Trustee or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the Trustee or connected person; and
- (d) a Trustee or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

#### 4.3 Payment for supply of goods only - controls

The Charity and the Trustees may only rely upon the authority provided by Article 4.2 if each of the following conditions is satisfied:

- (a) the amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or the Trustees (as the case may be) and the Trustee or connected person supplying the goods ("the supplier") under which the supplier is to supply the goods in question to or on behalf of the Charity;
- (b) the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question;
- (c) the other Trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a Trustee or connected person. In reaching that decision the Trustees must balance the advantage of contracting with a Trustee or connected person against the disadvantages of doing so;
- (d) the supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity;
- (e) the supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting;
- (f) the reason for their decision is recorded by the Trustees in the minute book; and
- (g) a majority of the Trustees then in office are not in receipt of remuneration or payments authorised by Article 4.

#### 4.4 In Articles 4.2 and 4.3:

- (a) "Charity" includes any company in which the Charity:
  - (i) holds more than 50% of the shares; or
  - (ii) controls more than 50% of the voting rights attached to the shares; or

(iii) has the right to appoint one or more directors to the board of the company.

(b) 'connected person' includes any person within the definition in Article 29 "Interpretation".

## **5. Dissolution**

5.1 Every member of the Charity undertakes to contribute to the assets of the Charity in the event of the same being wound up while he is a member, or within one year after he ceases to be a member for payment of the debts and liabilities of the Charity contracted before he ceases to be a member, and of the costs, charges, and expenses of winding-up the same, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding £1.

5.2 If upon the winding-up or dissolution of the Charity 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 Charity but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Charity, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Charity under or by virtue of Article 3 hereof, such institution or institutions to be determined by the members of the Charity at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some other charitable object.

## **6. Amendment of these Articles**

6.1 The Charity may amend any provisions contained in Articles 2 to 6 of these Articles provided that:

- (a) no amendment may be made that would have the effect of making the Charity cease to be a charity at law;
- (b) no amendment may be made to alter the objects if the change would undermine or work against the previous objects of the Charity; and
- (c) no amendment may be made to Articles 3 or 4 without the prior written consent of the Commission.

6.2 A copy of any resolution amending these Articles shall be sent to the Commission within twenty one days of it being passed.

## **7. Declaration of Trustees' Interests**

A Trustee must declare the nature and extent of any interest direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee must absent himself or herself from any discussions of the

Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

## **8. Conflicts of Interests and Conflicts of Loyalties**

8.1 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

- (a) the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- (b) the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
- (c) the unconflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

8.2 In Article 8.1 above, a conflict of interest arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

## **9. Members and Membership**

9.1 The subscribers to the Memorandum and such other persons as the Trustees shall admit to membership in accordance with Article 9.2 shall be members of the Charity. The rights of a member shall not be transferable and shall cease on death.

9.2 The Trustees shall only admit persons who are Trustees of the Charity as members of the Charity.

9.3 Every member of the Charity other than the subscribers to the Memorandum shall either sign a written application or consent to become a member or sign the register of members on becoming a member.

9.4 It shall be lawful for any person being a member of the Charity to guarantee any larger sum than £1 by executing a bond or subscription contract with the Charity to that effect.

9.5 The Charity shall keep an accurate register of members of the Charity.

9.6 Any member may withdraw from the Charity by giving three months' notice in writing to the Charity (addressed to the Trustees or the company secretary, if appointed) of his intention so to do but any person ceasing by any means to be a member shall remain liable for and shall pay to the Charity all moneys

due from him to the Charity at the time of his ceasing to be a member or for which he may become liable under the provisions of the Memorandum.

- 9.7 Any member who ceases to be a Trustee shall automatically cease to be a member of the Charity with effect from the date on which he ceases to be a Trustee but shall remain liable for and shall pay to the Charity all moneys due from him to the Charity at the time of his ceasing to be a member or for which he may become liable under the provisions of the Memorandum.
- 9.8 The sole right of admission to membership shall be vested in the Trustees who may without showing cause refuse to admit any person as a member of the Charity but nothing herein contained shall entitle the Trustees to discriminate in any way between applicants by reason of race, colour, creed or sex.
- 9.9 The Trustees may also without showing cause by a resolution passed by a majority consisting of not less than two-thirds of the Trustees present at a meeting of the Trustees of and at which the member in question has been given reasonable notice and a reasonable opportunity of being heard in his own defence convened solely or inter alia for the purpose of considering such resolution refuse to continue any person as a member of the Charity and if such resolution shall be so passed then such person shall cease to be a member and his name shall be removed from the register of members.
- 9.10 Entrance fees (if any) payable for becoming members of the Charity and the annual, quarterly or other subscriptions or payments (if any) payable by members of the Charity shall be fixed at a general meeting of the Charity and not otherwise. The Trustees shall have power to waive payment of such entrance fees, subscriptions, or payment in cases where this is deemed appropriate by the Trustees.

## **10. General Meetings**

The Trustees may, whenever they think fit, convene a general meeting, and the members may also require the Trustees to call a general meeting in accordance with the Act.

## **11. Notice of General Meetings**

- 11.1 A meeting shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, 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 Charity in general meeting, to such persons as are, under the Articles entitled to receive such notices from the Charity.
- 11.2 Provided that a meeting of the Charity shall, notwithstanding that it is called by shorter notice than that specified in Article 11.1 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 who together hold not less than ninety per cent. of the total voting rights.

- 11.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **12. Proceedings at General Meetings**

- 12.1 All business shall be deemed special that is transacted at a general meeting, with the exception of the consideration of the accounts, balance sheets, and the report of the Trustees and Auditors and the appointment of, and the fixing of the remuneration of, the Auditors.
- 12.2 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 of the Charity present in person or by proxy shall be a quorum.
- 12.3 If within half-an-hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on 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 Trustees may determine, and if at the adjourned meeting a quorum is not present within half-an-hour from the time appointed for the meeting the members present shall be a quorum.
- 12.4 The chairman, if any, of the Trustees shall preside as chairman at every general meeting of the Charity, or if there is no such chairman or if he shall not be present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act, the Trustees present shall elect one of their number to be chairman of the meeting.
- 12.5 If at any meeting no Trustee is willing to act as chairman or if no Trustee is present within fifteen minutes after the time appointed for the holding of the meeting, the members present shall choose one of their number to be chairman of the meeting.
- 12.6 The chairman 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.
- 12.7 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 chairman; 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.
- 12.8 Unless a poll be so demanded, a declaration by the chairman 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 Charity 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.
- 12.9 If a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 12.10 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
- 12.11 A poll demanded on the election of a chairman, 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 chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

### **13. Written Resolutions**

- 13.1 Subject to the provisions of the Act, a resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
- (a) a copy of the proposed resolution has been sent to every eligible member;
  - (b) a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
  - (c) it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- 13.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.
- 13.3 In the case of a member that is an organisation, its authorised representative may signify its agreement.

#### 14. Votes of Members

- 14.1 Subject as otherwise provided by these Articles every member shall have one vote.
- 14.2 At meetings, votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands.
- 14.3 The instrument appointing a proxy shall be in writing under the hand of the appointor or of 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 Charity.
- 14.4 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office 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.
- 14.5 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

“Privacy International”

“I/We, \_\_\_\_\_ of \_\_\_\_\_  
being a member/members of the above named  
Charity hereby appoint \_\_\_\_\_ of \_\_\_\_\_  
, or failing him, \_\_\_\_\_, as my/our proxy  
to vote for me/us on my/our behalf at the general meeting of the Charity to be  
held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and at any adjournment  
thereof.

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

- 14.6 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:

“Privacy International”

“I/We, \_\_\_\_\_ of \_\_\_\_\_  
being a member/members of the above named  
Charity hereby appoint \_\_\_\_\_ of \_\_\_\_\_  
, or failing him, \_\_\_\_\_, as my/our proxy  
to vote for me/us on my/our behalf at the general meeting of the Charity to be





general meetings and at meetings of the Trustees, but he shall not by virtue only of having been admitted to the office of Executive Director be a member of the Charity or a Trustee and he shall have no right to vote at general meetings or meetings of the Trustees. The Executive Director shall not be entitled to attend any general meetings or meetings of the Trustees at which the terms of his appointment are discussed.

## **18. Trustees**

- 18.1 The number of Trustees shall not be less than five and no more than twelve. Subject thereto, the Trustees may fix and from time to time vary the number of Trustees.
- 18.2 The Trustees shall be able to claim all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Trustees or any committee or sub-committee of the Trustees or general meetings of the Charity or in connection with the business of the Charity.
- 18.3 No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of Article 21.
- 18.4 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.
- 18.5 Subject to the provisions of the Act and the provisions of Articles 3 and 4, the Trustees may appoint one or more of their number to an executive office under the Charity and may enter into an agreement or arrangement with any Trustee for his employment by the Charity or for the provision by him of any services outside the scope of the ordinary duties of a Trustee. Subject to the provisions of Articles 3 and 4, any such appointment, agreement or arrangement may be made upon such terms as the other Trustees determine and they may properly and reasonably remunerate any such Trustee for his services as they think fit. Any appointment of a Trustee to an executive office shall terminate if he ceases to be a Trustee but without prejudice to any claim to damages for breach of the contract of service between the Trustee and the Charity. The other Trustees shall be able to exclude any such executive Trustee from any general meetings or meetings of the Trustees at which the terms of his appointment are discussed.

## **19. Borrowing Powers**

Subject to Article 2 the Trustees may exercise all the powers of the Charity to borrow money, and to mortgage or charge its undertakings 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 Charity or of any third party.

## **20. Powers and duties of Trustees**

- 20.1 The business of the Charity shall be managed by the Trustees, who may pay all expenses incurred in promoting and registering the Charity, as a charity, and may exercise all such powers of the Charity as are not, by the Acts or by these Articles, required to be exercised by the Charity in general meeting, subject nevertheless to the provisions of the Acts or these Articles and to such

regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Charity in general meeting; but no regulation made by the Charity in general meeting shall invalidate any prior act of the Trustees which would have been valid if that regulation had not been made.

- 20.2 The Trustees shall have power from time to time to adopt and make, alter or revoke, bye-laws for the regulation of the Charity and otherwise for the furtherance of the purposes for which the Charity is established, provided that such bye-laws are not repugnant to these Articles. All such bye-laws for the time being in force shall be binding upon all members of the Charity until the same shall cease to have effect as hereinbefore provided or shall be varied or set aside by an ordinary resolution of the Charity. No member shall be absolved from such bye-laws by reason of his not having received a copy of the same, or of any alterations or additions thereto, or having otherwise no notice of them. It is expressly declared that without prejudice to the powers of the Trustees to make bye-laws on other matters the following shall be deemed to be matters which may be governed by bye-laws within the meaning of this Article, that is to say:
- (a) as to the persons eligible for membership of the Charity;
  - (b) as to the conditions on which persons shall be admitted to membership of the Charity;
  - (c) as to the rights and privileges to be accorded to, and the qualifications, restrictions and conditions to be imposed on, members of the Charity; and
  - (d) as to committees and sub-committees of members and other persons, in connection with the various branches of the activities of the Charity and as to the appointment, removal, qualification, disqualification, duties, functions, powers and privileges of members of such committees and sub-committees.
- 20.3 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Charity, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such two or more persons (including one Trustee) as the Trustees shall from time to time by resolution determine.
- 20.4 The Charity may utilise internet banking and other electronic payment methods deemed suitable by the Trustees in conducting its business. The Trustees shall be free to implement appropriate processes and delegate authority to such persons of their choosing in connection with such payment methods.
- 20.5 The Trustees shall cause minutes to be made in books provided for the purpose:
- (a) of all appointments of officers and honorary officers made by the Trustees;

- (b) of the names of the Trustees present at each meeting of the Trustees and of any committee or sub-committee of the Trustees; and
- (c) of all resolutions and proceedings at all meetings of the Charity and of the Trustees, and of committees and sub-committees of the Trustees.

## **21. Disqualification of Trustees**

21.1 The office of Trustee shall be vacated if the Trustee:

- (a) holds any other office of profit under the Charity (other than as provided for under these Articles); or
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) becomes prohibited from being a Trustee by reason of any order made under the Acts; or
- (d) becomes of unsound mind; or
- (e) ceases to be a member of the Charity; or
- (f) resigns his office by notice in writing to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);
- (g) he is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions); or
- (h) ceases to be a Trustee by virtue of any provision of the Acts or is prohibited by law from being a director.

21.2 A Trustee shall not vote in respect of any contract in which he is interested or any matter arising in respect of such contract, and if he does so vote his vote shall not be counted.

## **22. Appointment and retirement of Trustees**

22.1 Trustees shall be appointed for a term of up to three years and shall retire from office on the expiry of such term on a staggered basis so that there is at all times a quorum for the transaction of the business of the Trustees.

22.2 A competent retiring Trustee shall be eligible for re-election for one further term of up to three years.

22.3 The Trustees may fill the offices vacated by electing any persons thereto.

22.4 The Trustees 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 the number fixed in accordance with these Articles.

- 22.5 The Charity may in accordance with and subject to the provisions of the Acts by ordinary resolution of which special notice has been given remove any Trustee before the expiration of his period of office (notwithstanding anything in these Articles or in any agreement between the Charity and such Trustee). The person appointed to fill such 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.

## **23. Proceedings of Trustees**

- 23.1 The Trustees may meet together for the despatch of business, adjourn, communicate and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. A Trustee may (and the company secretary, if appointed, on the requisition of a Trustee shall), at any time summon a meeting of the Trustees.
- 23.2 Save as herein otherwise provided the quorum necessary for the transaction of the business of the Trustees shall be three or such greater number as the Trustees shall from time to time determine. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 23.3 A meeting of the Trustees called in accordance with the Articles and at which a quorum is present shall be valid notwithstanding the fact that the Trustees are not in the same location, provided that they can each communicate to the others any information or opinions they have on a particular item of the business of the meeting. In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other. 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.
- 23.4 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 these Articles as the necessary quorum of Trustees, the continuing Trustees or Trustee may act for the purpose of increasing the number of Trustees to that number, or of summoning a general meeting of the Charity, but for no other purpose.
- 23.5 The Trustees shall elect a non-Executive Chair for such term as the Trustees may decide (subject to the Chair continuing to be a Trustee). The Chair shall preside at meetings of the Trustees and may call a meeting with reasonable notice to the Trustees.
- 23.6 If the non-Executive Chair is unable to attend a meeting, or if at any meeting the non-Executive Chair is not present within five minutes after the time

appointed for holding the same, the Trustees present may choose one of their number to be chairman of the meeting.

- 23.7 The Trustees may delegate any of their powers to committees or sub-committees consisting of such Trustees as the Trustees think fit; any committee or sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Trustees. Any such regulations may provide for or authorise the co-option to any such committee or sub-committee of members of the Charity not being members of the board of Trustees or of others not being members of the Charity or of the board of Trustees and for such co-opted members to have voting rights as members of such committee or sub-committee but so that the number of co-opted members shall not exceed one-half of the total number of members of such committee or sub-committee provided that no resolution of such committee or sub-committee shall be effective unless a majority of the members of such committee or sub-committee present at the meeting are members of the board of Trustees or unless the resolution is confirmed by the Trustees. The Trustees may revoke or alter a delegation. All acts and proceedings of each such sub-committee should be reported back to the Trustees as soon as possible.
- 23.8 The meetings and proceedings of any such committee or sub-committee as is referred to in the preceding Article shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees.
- 23.9 Subject to Article 23.10, all acts bona fide done by any meeting of the Trustees or of a committee or sub-committee of the Trustees, or by any person acting as a Trustee or as a member of a committee or sub-committee, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Trustees or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee or member of a committee or sub-committee.
- 23.10 Article 23.9 does not permit a Trustee a connected person or any person acting as a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or committee of Trustees if, but for Article 23.9, the resolution would have been void, or if the Trustee has not complied with Article 7.
- 23.11 A resolution in writing or in electronic form agreed as follows:
- (a) in relation to a resolution concerning procurement, grants to third parties or the authorisation of funding applications, by a simple majority of the Trustees for the time being entitled to receive notice of a meeting of the Trustees and to vote upon the resolution, or
  - (b) in relation to any other resolution, by all of the Trustees for the time being entitled to receive notice of a meeting of the Trustees and to vote upon the resolution,

shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held. The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.

## **24. The Seal**

The Trustees shall provide for the safe custody of the Seal, which shall only be used by the authority of the Trustees or of a committee or sub-committee of the Trustees authorised by the Trustees in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Trustee and shall be countersigned by a second Trustee (or the company secretary if appointed) or by some other person appointed by the Trustees for the purpose.

## **25. Accounts**

- 25.1 The Trustees shall cause proper accounting records to be kept in accordance with the Acts.
- 25.2 The accounting records shall be kept at the Office or subject to the provisions of the Acts at such other place or places as the Trustees shall think fit, and shall always be open to the inspection of the Trustees.
- 25.3 The Trustees 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 Charity or any of them shall be open to the inspection of members not being Trustees and no member (not being a Trustee) shall have any right of inspecting any account or book or document of the Charity except as conferred by statute or authorised by the Trustees or by the Charity in general meeting or ordered by a court of competent jurisdiction.
- 25.4 A proper income and expenditure account shall be made up in respect of each financial year of the Charity in accordance with the Acts together with a proper balance sheet made up as at the date to which the said account is made up. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice. The said accounts and the said balance sheet shall be accompanied by proper reports of the Trustees and of the Auditors and by any other documents required by law to be annexed or attached thereto ("the Accounts"). The Accounts shall be sent to the members, the Auditors and to all other persons entitled to receive notices of general meetings in the manner in which notices are hereinafter directed to be served.

## **26. Annual Report and Return and Register of Charities**

- 26.1 The Trustees must comply with the requirements of the Charities Act 2011 (or any statutory re-enactment or modification of that provision) with regard to the:
  - (a) transmission of a copy of the statements of account to the Commission;

- (b) preparation of an Annual Report and the transmission of a copy of it to the Commission; and
- (c) preparation of an Annual Return and its transmission to the Commission.

26.2 The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

## **27. Notices**

- 27.1 A notice may be given by the Charity to any member either personally or by sending it by post to his registered address or by giving it in electronic form to the member's address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected at the expiration of 48 hours after the letter containing the same is posted. Proof that an electronic form of notice was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent in accordance with section 1147 of the Act. In accordance with section 1147 of the Act, notice shall be deemed given in the case of an electronic form of communication, 48 hours after it was sent.
- 27.2 Notice of every general meeting shall be given in any manner hereinbefore authorised to every member and to the Auditors for the time being of the Charity.
- 27.3 If a member has no registered address for the giving of notice to him, he shall not be entitled to receive any notice from the Charity.

## **28. Indemnity**

Subject to the provisions of the Acts and of these Articles every Trustee or other officer (including any Auditor) of the Charity shall be entitled to be indemnified out of the assets of the Charity, to the extent permitted by Sections 232 to 234 of the Act and Sections 533 and 1157 of the Act (as the case may be), against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Trustee or other officer (including any Auditor) shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Charity in the execution of the duties of his office or in relation thereto. The Charity may take out and maintain such insurance in favour of a Trustee or other officer as permitted by the Act.

## **29. Interpretation**

In Article 4, Article 8.2 and Article 23.10 "connected person" means:

- 29.1 a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- 29.2 the spouse or civil partner of the Trustee or of any person falling within Article 29.1 above;

- 29.3 a person carrying on business in partnership with the Trustee or with any person falling within Articles 29.1 or 29.2;
- 29.4 an institution which is controlled:
- (a) by the Trustee or any connected person falling within Articles 29.1, 29.2 or 29.3; or
  - (b) by two or more persons falling within Article 29.4(a) when taken together
- 29.5 a body corporate in which:
- (a) the Trustee or any connected person falling within Articles 29.1 to 29.3 has a substantial interest; or
  - (b) two or more persons falling within Article 29.5(a) who, when taken together, have a substantial interest;
  - (c) Sections 350-352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article.

### **30. Disputes**

If a dispute arises between members of the Charity about the validity or propriety of anything done by the members of the Charity under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.