

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
COMPANY NO 6373526
CHARITY NO 1122342

MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
MILLENNIUM PROMISE UK

Incorporated on the 17th day of September, 2007
Amended the
28th June 2012



THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

MILLENNIUM PROMISE UK

1. NAME

The name of the Company is the Millennium Promise UK ("the Company").

2. REGISTERED OFFICE

The registered office of the Company is to be in England and Wales.

3. OBJECTS

The objects of the Company are to relief financial hardship in the Africa and the World ("the Objects")

4. POWERS

The Company has the following powers, which may be exercised only in promoting the Objects

- 4.1 To publish or distribute information

- 4.2 To co-operate with other bodies
- 4.3 To support, administer or set up other charities and undertake and execute charitable trusts
- 4.4 To raise funds by means agreed upon by the Trustees
- 4.5 To take and accept any gift of money, property or other assets whether subject to any special trust or not
- 4.6 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.7 To acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property not excluding equipment, land and buildings
- 4.8 To let dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- 4.9 To pay any rent and other outgoings or expenses and execute and do all such other instruments, acts and things as may be requisite in connection with the use, maintenance, upkeep, expansion, alteration or improvement of such property
- 4.10 To purchase, lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Company
- 4.11 To make grants or loans of money and to give guarantees
- 4.12 To set aside funds for special purposes or as reserves against future expenditure
- 4.13 To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts
- 4.14 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification)
- 4.15 To delegate the management of investments to a financial expert, but only on terms that

- 4.16.1 the investment policy is set down in writing for the financial expert by the Trustees
 - 4.16.2 every transaction is reported promptly to the Trustees
 - 4.16.3 the performance of the investments is reviewed regularly with the Trustees
 - 4.16.4 the Trustees are entitled to cancel the delegation arrangement at any time
 - 4.16.5 the investment policy and the delegation arrangement are reviewed at least once a year
 - 4.16.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt
 - 4.16.7 the financial expert must not do anything outside the powers of the Trustees
- 4.16 To arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required
- 4.17 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required
- 4.18 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as Company Trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
- 4.19 Subject to Clause 5, to employ paid or unpaid agents, staff or advisers
- 4.20 To enter into contracts to provide services to or on behalf of other bodies

- 4.21 To arrange for the amalgamation of the Company with any charitable organisation the purposes of which in their opinion are similar to the purposes of the Company either alone or as amalgamated
- 4.22 To pay the reasonable and proper costs of forming and administering the Company
- 4.23 To ensure all surpluses can only be distributed to charitable causes
- 4.24 To do anything else within the law which promotes or helps to promote the Objects

5. BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the members of the Company but
 - 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Company and receive reasonable payment for goods or services supplied
 - 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Company
 - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Company
 - 5.1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except
 - 5.2.1 as mentioned in Clauses 4.19, 5.1.2, 5.1.3 or 5.3
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company

- 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings)
- 5.2.4 payment to any company in which a Trustee has no more than a 1% shareholding
- 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance)
- 5.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Company to supply goods or services in return for a payment or other material benefit but only if
 - 5.3.1 the goods or services are actually required by the Company
 - 5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Clause 5.4
 - 5.3.3 no more than one half of the Trustees are subject to such a contract in any financial year
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must:
 - 5.4.1 declare an interest at or before discussion begins on the matter
 - 5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - 5.4.3 not be counted in the quorum for that part of the meeting
 - 5.4.4 withdraw during the vote and have no vote on the matter
- 5.5 This clause may not be amended without the prior written consent of the Commission

6. LIMITED LIABILITY

The liability of members is limited

7. GUARANTEE

Every member promises, if the Company is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to One Pound (£1.00) towards the costs of dissolution and the liabilities incurred by the Company while the contributor was a member

8. DISSOLUTION

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

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects

8.1.3 in such other manner consistent with charitable status

9.

INTERPRETATION

- 9 1 Words and expressions defined in the Articles have the same meanings in this Memorandum
- 9 2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association

NAMES AND ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

*[List the full name and residential address of
each of the subscribers]*

[signature of each of the subscribers]

Mark E Freeman
The White House
School Hill
Brinkworth Wilts
SN15 5AX

Thomas Schmit
121 Castelnau
London
SW13 9EL

Date

Witness to the above signatures

Susan Gordon
Charity Business
Unit 1 Euroway
Blagrove
Swindon SN5 8YW
Chartered Accountant (Scotland)

[Signature of witness]

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

MILLENNIUM PROMISE UK

1. MEMBERSHIP

- 1 1 The number of members with which the company proposes to be registered is unlimited
- 1.2 The Company must maintain a register of members in accordance with Section 352 of the Act
- 1 3 Membership of the Company is open to any individual or organisation interested in promoting the Objects who
 - 1 3.1 applies to the Company in the form required by the Trustees
 - 1 3 2 is approved by the Trustees and
 - 1.3.3 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an authorised representative
- 1 4 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions
- 1 5 Membership is terminated where
 - 1 5 1 a member gives written notice of resignation to the Company
 - 1 5 2 a member dies or (in the case of an organisation) ceases to exist

1.5 3 or is removed from membership by resolution of the Trustees at a properly convened and constituted meeting on the ground that in their reasonable opinion the member's continued membership is harmful to the Company (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice)

1 6 Membership of the Company is not transferable

2. OBSERVERS

2 1 The Company may from time to time invite such persons as it may decide to attend meetings of the Company and/or of committees or sub-committees of the Company as observers

2 2 Observers may attend the relevant meetings and speak at the invitation of the chairman of the meeting but shall not be entitled to vote on any motion

3. GENERAL MEETINGS

3 1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative. General meetings are called on at least clear 21 days written notice specifying the business to be discussed

3 2 There is a quorum at a general meeting if the number of members personally present is at least two

3.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting

3 4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast by those present

- 3 5 Except for the chairman of the meeting, who has a second casting vote, every member present in person (or through an authorised representative) has one vote on each issue
- 3 6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 3.7 The Company is not required to hold an AGM
- 3.8 At an AGM the members:
- 3.8 1 receive the accounts of the Company for the previous financial year
 - 3 8.2 receive the Trustees' report on the Company's activities since the previous AGM
 - 3 8.3 accept the retirement of those Trustees who wish to retire
 - 3.8 4 elect persons to be Trustees to fill the vacancies arising in accordance with the Regulations
 - 3 8 5 appoint auditors or accountants for the Company, and
 - 3 8.7 discuss and determine any issues of policy or deal with any other business put before them
- 3 9 Any general meeting which is not an AGM is an EGM
- 3.10 An EGM may be called at any time by the Trustees and must be called within 28 days on a written request from at least two members
- 3 11 In addition and without prejudice to the provisions of Section 303 of the Act, the Company may by Ordinary Resolution remove any Trustee before the expiration of his period of office, and may by an Ordinary Resolution appoint another suitably qualified person in his stead, but any person so appointed shall hold his office only until the next AGM

4. THE TRUSTEES

- 4 1 The Trustees as Company Trustees have control of the Company and its property and funds

- 4.2 The Trustees when complete shall consist of a minimum of 2 individuals of all of whom shall be appointed in accordance with the Regulations made in accordance with these Articles for a five year term of office
- 4.3 The subscribers to the Memorandum are the first Trustees of the Company
- 4.4 Every Trustee must sign a declaration of willingness to act as a Company Trustee of the Company before he or she is eligible to vote at any meeting of the Trustees
- 4.5 A Trustee's term of office automatically terminates if he or she
- 4.5.1 is disqualified under the Charities Act 1993 from acting as a Company Trustee
 - 4.5.2 is incapable, whether mentally or physically, of managing his or her own affairs
 - 4.5.3 is absent from four consecutive meetings of the Trustees
 - 4.5.4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Company before the next AGM)
 - 4.5.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office)
 - 4.5.7 is removed by resolution passed by at least 50% of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter
- 4.6 The Trustees may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM
- 4.7 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

5. PROCEEDINGS OF TRUSTEES

- 5.1 The Trustees must hold at least two meetings each year.
- 5.2 A quorum at a meeting of the Trustees is two Trustees.

- 5.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants
- 5.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting
- 5.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)
- 5.6 Except for the chairman of the meeting, who has a second casting vote, every Trustee has one vote on each issue
- 5.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

6. POWERS OF TRUSTEES

The Trustees have the following powers in the administration of the Company

- 6.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary to the Company in accordance with the Act
- 6.2 To appoint (and remove) a Chairman, Treasurer and other honorary officers from among their number
- 6.3 To appoint a Patron and/or President and/or Vice-Presidents of the Company who shall have such duties and sole as the Trustees shall from time to time determine and may at any time be removed or suspended from office by the Trustees. Such appointees shall be entitled to attend all meetings of the Trustees but shall not have a vote.
- 6.4 To delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees)

- 6 5 To make Standing Orders consistent with the Memorandum, these Articles and the Act to govern proceedings at general meetings
- 6 6 To make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and the meetings of committees
- 6 7 To make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Company and the use of its seal (if any)
- 6 8 To establish procedures to assist the resolution of disputes within the Company
- 6 9 To exercise any powers of the Company which are not reserved to a general meeting
- 6 10 If the Trustees shall at any time be or be reduced in number to less than the number prescribed by Article 4 2 to act as Trustees for the purposes of admitting persons as Trustees filling up vacancies in their body or summoning a General Meeting but not for any other purpose

7. RECORDS & ACCOUNTS

- 7.1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 7 1.1 annual reports
 - 7 1 2 annual returns
 - 7 1.3 annual statements of account
- 7 2 The Trustees must keep proper records of
 - 7.2 1 all proceedings at general meetings
 - 7 2.2 all proceedings at meetings of the Trustees
 - 7.2 3 all reports of committees and
 - 7.2.4 all professional advice obtained
- 7.3 Accounting records relating to the Company must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide

- 7 4 A copy of the Company's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Company's reasonable costs, within two months

8. NOTICES

- 8 1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means
- 8 2 The only address at which a member is entitled to receive notices is the address shown in the register of members
- 8.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
- 8.3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address
- 8.3 2 two clear days after being sent by first class post to that address
- 8.3 3 three clear days after being sent by second class or overseas post to that address
- 8 3.4 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier
- 8 3 5 as soon as the member acknowledges actual receipt
- 8 4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

9. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Company take effect as though repeated here

10. INTERPRETATION

In the Memorandum and in these Articles

- 10 1 "the Act" means the Companies Act 1985

"AGM" means an annual general meeting of the Company

"these Articles" means these articles of association

"authorised representative" means an individual who is authorised by a member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary

"Chairman" means the chairman or chairwoman of the Trustees

"the Company" means the company governed by these Articles

"Company Trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993

"clear day" means 24 hours from midnight following the relevant event

"the Commission" means the Company Commissioners for England and Wales

"EGM" means an extraordinary general meeting of the Company

"financial expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

"material benefit" means a benefit which may not be financial but has a monetary value

"member" and "membership" refer to membership of the Company

"Memorandum" means the Company's Memorandum of Association

"month" means calendar month

"the Objects" means the Objects of the Company as defined in Clause 3 of the Memorandum

"Secretary" means the Secretary of the Company

"the Regulations" means those Regulations created by the Trustees in accordance with Article 6.7

"taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects

"Trustee" means a Trustee of the Company and "Trustees" means all of the Trustees

"written" or "in writing" refers to a legible document on paper including a fax message

"year" means calendar year

10.2 Expressions defined in the Act have the same meaning

10.3 References to an Act of Parliament are to that Act of Parliament as amended or re-enacted from time to time and to any subordinate legislation made under it

We wish to be formed into a company under this Memorandum of Association

NAMES AND ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

*[List the full name and residential address of
each of the subscribers]*

[signature of each of the subscribers]

Mark E Freeman
The White House
School Hill
Brinkworth Wilts
SN15 5AX

Thomas Schmit
121 Castelnau
London
SW13 9EL

Date

Witness to the above signatures

Susan Gordon
Charity Business
Unit 1 Euroway
Blagrove
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Chartered Accountant (Scotland)
