

Company number: 6578379

Written resolutions of

Nominet Charitable Foundation ('the Charity')

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006

7 July 2016

The member of the Charity proposes that:

Resolutions 1 and 2 below are passed as special resolutions


SPECIAL RESOLUTIONS

- 1 That the Memorandum of Association of the Charity be amended in accordance with the attached 'redline' version of the Memorandum of Association.
- 2 That the Articles of Association of the Charity be amended in accordance with the attached 'redline' version of the Articles of Association.

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to any of the resolutions.

The undersigned, a person entitled to vote on the above resolutions on 7 July 2016, hereby irrevocably agrees to the resolutions proposed above.

Signed: 

Russell Haworth, Chief Executive Officer of Nominet UK.

Authorised for and on behalf of Nominet UK.

Dated: 7 JULY 2016.

THURSDAY



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COMPANIES HOUSE

- 1 If you wish to vote in favour of the resolutions, please sign and date this document and return it using one of the following methods:
By Hand: delivering the signed copy to The Company Secretary, Minerva House, Edmund Halley Road, Oxford Science Park, OX4 4DQ.
Post: returning the signed copy by post to The Company Secretary, Minerva House, Edmund Halley Road, Oxford Science Park, OX4 4DQ.
If there are no resolutions you agree with, you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 2 Once you have indicated your agreement to the resolution, you may not revoke your agreement.
- 3 Where, by 6 August 2016, insufficient agreement has been received for a resolution to pass, such resolution will lapse. If you agree to all or any of the resolutions, please ensure that your agreement reaches us before or during this date.
- 4 (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.)
- 5 A copy of this resolution has been sent to the auditors.

ARTICLES OF ASSOCIATION OF NOMINET CHARITABLE FOUNDATION

Company Number: 06578379

Updated: 27th January 2016

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COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF NOMINET CHARITABLE FOUNDATION

1.	NAME
1 1	The name of the Charity is Nominet Charitable Foundation
2.	REGISTERED OFFICE
2 1	The registered office of the Charity is to be in England and Wales
3.	OBJECTS
3 1	To advance the education of the public in the subject of the internet and information technology
3 2	To relieve financial hardship and advance education relating to the Internet and information technology in deprived areas, for example by the provision of equipment and training in information technology and computer systems including software and hardware design
3 3	To relieve the social, health, and educational needs of disabled, sick and frail elderly people by conducting and commissioning research into electronic technologies designed to relieve such needs, by applying such research, and by the publication of effective results
3 4	To advance for the public benefit the education of young people in the United Kingdom in particular but without prejudice to the generality of the foregoing by the support of schools, universities and colleges offering a strong emphasis on technology and its practical applications
3 5	To promote the protection of children and other vulnerable people from danger, suffering, or being abused physically, sexually or mentally through the use of the internet
3 6	To promote and support the provision of services for the protection of people and property from criminal activities on the Internet and to assist in the development of technology to prevent and detect criminal activity on the internet for the benefit of the public
3 7	To relieve financial hardship, advance education and assist the development of the Internet in developing countries, for example by providing grants for representatives to attend conferences on internet and information technology related subjects
3 8	Any other charitable purpose
4.	POWERS

4 1	The Charity has the following powers, which may be exercised only in promoting the Objects
4 1 1	to provide training and educational services,
4 1 2	to carry out or fund research,
4 1 3	to provide advice and mentoring,
4 1 4	to publish or distribute information,
4 1 5	to co-operate with other bodies,
4 1 6	to support, administer or set up other charities,
4 1 7	to raise funds (but not by means of taxable trading),
4 1 8	to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act),
4 1 9	to acquire or hire property of any kind,
4 1 10	to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act),
4 1 11	to make grants or loans of money and to give guarantees,
4 1 12	to set aside funds for special purposes or as reserves against future expenditure,
4 1 13	to deposit or invest in funds not immediately required for the Objects in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification),
4 1 14	to delegate the management of investments to a financial expert, but only on terms that, <ul style="list-style-type: none"> a) the investment policy is set down in writing for the financial expert by the Trustees, b) every transaction is reported promptly to the Trustees, c) the performance of the investments is reviewed regularly with the Trustees, d) the Trustees are entitled to cancel the delegation arrangement at any time, e) the investment policy and the delegation arrangement are reviewed at least once a year, f) 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, and

	g) the financial expert must not do anything outside the powers of the Trustees,
4 1 15	to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required,
4 1 16	to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required,
4 1 17	to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required,
4 1 18	to pay for indemnity insurance for the Trustees,
4 1 19	subject to clause 5, to employ paid or unpaid agents, staff or advisers,
4 1 20	to enter into contracts to provide services to or on behalf of other bodies,
4 1 21	to establish or acquire subsidiary companies to assist or act as agents for the Charity,
4 1 22	to pay the costs of forming the Charity,
4 1 23	to do anything else within the law which promotes or helps to promote the Objects
5.	BENEFITS TO MEMBER AND TRUSTEES
5 1	The property and funds of the Charity must be used only for promoting the Objects and do not belong to the member but,
5 1 1	the member may be paid interest at a reasonable rate on money lent to the Charity,
5 1 2	the member may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity, and
5 1 3	a member who is also a beneficiary 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 Charity except,
5 2 1	as mentioned in clauses 4 1 18 (indemnity Insurance),
5 2 2	reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity,
5 2 3	an indemnity in respect of any liabilities properly incurred in running the Charity (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 one per cent

	shareholding, and
5 2 5	in exceptional cases other payments or benefits (but only with the written approval of the Commission in advance)
5 3	A Trustee may not be an employee of the Charity AND a Trustee or a connected person may NOT enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit,
5 4	Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, they must,
5 4 1	declare an interest before the meeting or at the meeting before discussion begins on the matter,
5 4 2	be absent 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, and
5 4 4	be absent during the vote and have not vote on the matter
5 5	This clause may not be amended without the written consent of the Commission in advance
6.	LIMITED LIABILITY
6 1	The liability of the member is limited
7.	GUARANTEE
7 1	This clause may not be amended without the written consent of the Commission in advance
8.	DISSOLUTION
8 1	If the Charity 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 for Charitable purposes which are within or similar to the Objects,
8 1 3	in such other manner consistent with Charitable status as the Commission approve in writing in advance
8 2	A final report and statement of account must be sent to the Commission
9.	INTERPRETATION
9 1	Words and expressions defined in the Articles have the same meanings in the

	Memorandum
9 2	References to an Act of Parliament are references to that 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

COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION OF NOMINET CHARITABLE
FOUNDATION**

10.	MEMBERS
10 1	The Charity must maintain a register of members
10 2	The sole member of the Charity is Nominet UK
10 3	Membership of the Charity is not transferable
10 4	The member will appoint the Chairman
10 5	The member reserves the right to appoint (and remove) the Secretary in accordance with the Companies Act
10 4	The member reserves the right to agree the appointment of a patron of the Charity for a renewable two year term
11.	MEMBERS' RESOLUTIONS
11 1	Resolutions of the member shall be made by written resolution
11 2	The members may, by written special resolution, direct the Trustees to take, or refrain from taking, specified action
12	THE TRUSTEES
12 1	Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all of the powers of the Charity
12 2	The Trustees when complete consist of at least three and not more than ten individuals
12 3	The subscribers to the Memorandum are the first Trustees
12 4	Every Trustee after appointment or reappointment must sign a declaration of willingness to act as a Charity trustee of the Charity before they may vote at any meeting of the Trustees
12 5	Three Trustees shall be appointed by Nominet UK and those Trustees shall be appointed for terms of three years or as and when required Each Trustee appointed by Nominet UK shall be eligible for re- appointment for consecutive periods not exceeding six years from the date of their original appointment and thereafter Trustees shall not be eligible for re-appointment until one year after

	their retirement In this clause a 'year' means the period between one annual retirement meeting and the next
12 6	All other Trustees (the 'Elected Trustees') shall be appointed for terms of three years by the Trustees on an annual basis at an annual retirement meeting of the Trustees which shall be held not more than four weeks before each anniversary of incorporation of the Charity
12 7	One third (or the number nearest one third) of the Elected Trustees must retire at each annual retirement meeting, those longest in office retiring first and the choice between any of equal service being made by drawing lots
12 8	Elected Trustees shall be eligible for re-appointment for consecutive periods not exceeding in aggregate six years from the date of their original appointment and thereafter Elected Trustees shall not be eligible for re-appointment until one year after their retirement In this clause a 'year' means the period between one annual retirement meeting and the next
12 9	A Trustee's term of office automatically terminates if they,
12 9 1	are disqualified under the Charities Act from acting as a Charity trustee,
12 9 2	are incapable, whether mentally or physically, of managing his or her own affairs,
12 9 3	are absent without notice from four consecutive meetings of the Trustees and are asked by a majority of the other Trustees to resign,
12 9 4	resigns by written notice to the Trustees (but only if at least two Trustees will remain in office),
12 9 5	are removed by resolution of the members present and voting at a general meeting after the meeting has invited the view of the Trustee concerned and considered the matter in the light of any such views,
12 10	The Trustees may at any time co-opt any individual who is 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 annual retirement meeting
12 11	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
13.	TRUSTEES' PROCEEDINGS
13 1	From the beginning of the second year following registration of the Charity with the Charity Commission the Trustees must hold at least four meetings each year
13 2	A quorum at a meeting of the Trustees is two Trustees or at least one third of the total number of trustees whichever is the greater
13 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

13 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
13 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 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 For this purpose an authenticated electronic signature will suffice
13 6	Except for the Chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue
13 7	A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting
13 8	The Charity must appoint a Treasurer and a Senior Independent Director (SID)
14.	TRUSTEES' POWERS
14 1	The Trustees have the following powers in the administration of the Charity,
14 1 1	[This section has been removed]
14 1 2	to appoint a Treasurer, Senior Independent Director (SID) and other honorary officers from among their number,
14 1 3	to delegate any of their functions to committees consisting of two or more individuals appointed by them At least two members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Trustees,
14 1 4	to make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings and to prescribe a form of proxy,
14 1 5	to make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees,
14 1 6	to make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any),
14 1 7	to establish procedures to assist the resolution of disputes or differences within the Charity,
14 1 8	subject to article 11 2, to exercise any powers of the Charity which are not reserved to a general meeting
15.	RECORDS AND ACCOUNTS
15 1	The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the

	preparation and transmission to the Registrar of Companies and the Commission of,
15 1 1	annual returns,
15 1 2	annual reports, and
15 1 3	annual statements of account
15 2	The Trustees must keep proper records of,
15 2 1	all proceedings at general meetings,
15 2 2	all proceedings at meetings of the Trustees,
15 2 3	all reports of committees,
15 2 4	all professional advice obtained
15 3	Accounting records relating to the Charity must be made available for inspection by any Trustee and the member at any time during normal office hours
15 4	A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs
16.	NOTICES
16 1	Notices under the Articles may be sent by hand, by post or by suitable electronic means
16 2	The only address at which a member is entitled to receive notices sent by post is an address in the UK shown in the register of members
16 3	Any notice given in accordance with these Articles is to be treated for all purposes as having been received,
16 3 1	24 hours after being sent by electronic means or delivered by hand or to the relevant address,
16 3 2	two clear days after being sent by first class post to that address,
16 3 3	three clear days after being sent by second class or overseas post to that address,
16 3 4	on being handed to the member (or, in the case of a member organisation, its authorised representative) personally, or, if earlier,
16 3 5	as soon as the member acknowledges actual receipt
16 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

17.	DISSOLUTION
17 1	The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here
18.	INTERPRETATION
18 1	In the Memorandum and in the Articles, unless the context indicates another meaning,
	the Articles means the Charity's articles of association,
	authorised representative means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary,
	Chairman means the chairman of the Trustees,
	the Charity means the company governed by the Articles,
	the Charities Act means the Charities Act 1993 (as amended by the Charities Act 2006),
	Charity trustee has the meaning prescribed by section 97(1) of the Charities Act,
	clear day means 24 hours from midnight following the relevant event,
	the Commission means the body corporate known as the Charity Commission for England and Wales,
	the Companies Act means the Companies Act 1985 and where the context permits any provisions of the Companies Act 2006 for the time being in force,
	connected person means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than one per cent of the share capital,
	custodian means a person or body who undertakes safe custody of assets or of documents or records relating to them,
	financial expert means an individual, company or firm who is authorised to give Investment advice under the Financial Services and Markets Act 2000,
	financial year means the Charity's financial year,
	firm includes a limited liability partnership,
	indemnity insurance means Insurance against personal liability incurred by any Trustee for an 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,
	Informal membership refers to a supporter who may be called a 'member' but is not a company member of the Charity
	material benefit means a benefit which may not be financial but has a monetary value,
	member and membership refer to company membership of the Charity,
	Memorandum means the Charity's Memorandum of Association,
	month means calendar month,
	nominee company means a corporate body registered or having an established place of business in England and Wales,
	the Objects means the Objects of the Charity as defined in clause 3 of the Memorandum,
	Secretary means the company secretary of the Charity,
	taxable trading means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax,
	Trustee means a director of the Charity and Trustees means the directors,
	written or in writing refers to a legible document on paper not including a fax message,
	year means calendar year
18 2	Expressions defined on the Companies Act have the same meaning
18 3	References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it