

Company number: 06578382

Charity number: 1128341

COMPANIES ACT 2006
A COMPANY LIMITED BY GUARANTEE
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF
PENNY APPEAL

(Incorporated on 28 April 2008, articles amended by special resolution on
26 January 2009, 20 November 2011, 27 October 2017, and 19 June 2023)

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Companies Act 2006

Company limited by guarantee and not having a share capital

ARTICLES OF ASSOCIATION OF

PENNY APPEAL

1. NAME

The name of the Charity is Penny Appeal, or, subject to obtaining any necessary consent from OSCR, such other name as the Trustees (by simple majority) may from time to time decide.

2. LIMITED LIABILITY

The liability of Members is limited to £10, being the amount that every Member undertakes to contribute to the assets of the Charity in the event of it being wound up while they are a Member or within one year after they cease to be a Member.

3. OBJECTS

The Objects of Penny Appeal ('the Charity') are:-

- 3.1 to prevent and/or relieve poverty by providing humanitarian assistance and other means; to advance and promote education by providing and assisting in the provision of facilities for education and to advance health by the provision of financial or other assistance, including medicines, hospitals and other means, in each case for the public benefit anywhere in the world;
- 3.2 the relief of financial need and suffering among victims of natural or other kinds of disaster in the form of money or other means deemed suitable for persons/bodies, organisations and/or countries affected;
- 3.3 to develop the capacity and skills of members of the socially and economically disadvantaged communities in such a way that they are better able to identify and help meet the needs and participate more fully in society;
- 3.4 to promote human rights (as defined in the universal declaration of human rights and subsequent United Nations conventions and declarations) by:
 - 3.4.1 Obtaining redress for the victims of human rights abuse;
 - 3.4.2 Relieving need among the victims of human rights abuse;

- 3.4.3 Research into human rights issues;
- 3.4.4 Providing technical advice to government and others on human rights matters;
- 3.4.5 Raising awareness of human rights issues;
- 3.4.6 Promoting public support for human rights;
- 3.4.7 Promoting respect for human rights among individuals and corporations;
- 3.4.8 International advocacy of human rights;
- 3.4.9 Eliminating infringements of human rights

All in pursuance of equality and diversity and in particular where to do so contributes to the prevention and relief of poverty;

- 3.5 to promote sustainable development which meets the needs of the present without compromising the ability of future generations to meet their own needs and will be promoted by the preservation, conservation and the protection of the environment and the prudent use of resources, the relief of poverty and the improvement of the conditions of life in socially and economically disadvantaged communities and the promotion of sustainable means of achieving economic growth and regeneration;
- 3.6 To further or benefit the residents in localities in which the Charity carries out its charitable objectives, without discrimination by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure time occupation with the objective of improving the conditions of life for the residents by establishing or securing the establishment of community centres and to maintain or manage or co-operate with any statutory authority in the maintenance and management of such centres for activities promoted by the charity in furtherance of the above objects;
- 3.7 to provide or assist in the provision of facilities in the interests of social welfare for recreation or other leisure time occupation of individuals who have need of such facilities by reason of their youth, age infirmity or disability, financial hardship or social circumstances with the object of improving their conditions of life;
- 3.8 The promotion of religious harmony for the benefit of the public by operating media and other communication platforms for:-

- 3.8.1 educating the public in different religious beliefs including an awareness of their distinctive features and their common ground to promote good relations between persons of different faiths with a particular focus on the Islamic faith;
- 3.8.2 promoting knowledge and mutual understanding and respect of the beliefs and practices of different religious faiths with a particular focus on the Islamic faith;
- 3.9 to promote social inclusion for the public benefit by preventing people from being socially excluded from society, or part of society as a result of being a member of the socially and economically deprived community, relieving the needs of those people who are socially excluded and assisting them to integrate into society;
- 3.10 to help young people, especially but not exclusively through leisure time activities, so as to develop their capabilities that they may grow to full maturity as individuals and members of society;
- 3.11 to promote such other charitable purposes as may from time to time be determined and agreed by the trustees.

Nothing in this constitution shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and section 2 of the Charities Act (Northern Ireland) 2008.

This provision may be amended by special resolution but only with the prior written consent of the Commission.

4. POWERS

The Charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so, including (but not limited to) the following powers:

- 4.1 to raise funds (but not by means of Taxable Trading);
- 4.2 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 4.3 to acquire or hire property of any kind and to maintain it and equip it for use;
- 4.4 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.5 to make grants or loans of money and to give guarantees;
- 4.6 to promote or carry out research;

- 4.7 to provide advice;
- 4.8 to publish or distribute information;
- 4.9 to co-operate with other organisations;
- 4.10 to support, administer or set up other charities, including but not limited to making grants or gifts of money, assets or staff time, cancelling any liability owed to the charity and/or providing guarantees and loans, whether or not on commercial terms;
- 4.11 to set aside funds for special purposes or as reserves against future expenditure;
- 4.12 to deposit or invest in funds 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);
- 4.13 to delegate the management of investments to a Financial Expert, but only on terms that:
 - 4.13.1 the investment policy is set down in writing for the Financial Expert by the Trustees;
 - 4.13.2 every transaction is reported regularly to the Trustees;
 - 4.13.3 the performance of the investments is reviewed regularly with the Trustees;
 - 4.13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.13.6 all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are reported regularly to the Trustees on receipt; and
 - 4.13.7 the Financial Expert must not do anything outside the powers of the Trustees;
- 4.14 to arrange for investments or other property of the Charity to be held in the name of a corporate body registered or having an established place of business in England and Wales acting under the control of the Trustees or of a Financial Expert acting under their instructions, and to pay any reasonable fee required;

- 4.15 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;
- 4.16 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity;
- 4.17 to pay for Indemnity Insurance for the Trustees;
- 4.18 subject to article 10, to employ paid or unpaid agents, staff or advisers;
- 4.19 to enter into contracts to provide services to or on behalf of other Bodies;
- 4.20 to establish or acquire companies and/or other Bodies to assist, or act as agents for, the Charity;
- 4.21 subject to obtaining any necessary consent from OSCR, to acquire, merge with or enter into any partnership or joint venture arrangement with any other Body;
- 4.22 to pay the costs of forming the Charity.

5. MEMBERSHIP

- 5.1 The Charity must maintain a register of Members.
- 5.2 Any person who is appointed as a Trustee will automatically, by virtue of that appointment, become a Member. No person other than a Trustee may be admitted as a Member.
- 5.3 Membership is automatically terminated if the Member concerned:
 - 5.3.1 ceases to be a Trustee;
 - 5.3.2 gives written notice of resignation to the Charity;
 - 5.3.3 dies, or in the case of an organisation ceases to exist; or
 - 5.3.4 is removed from Membership by resolution of the Trustees on the ground that in their reasonable opinion the Member's continued Membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the Member in writing and considering the matter in the light of any written representations (if any) which the Member concerned puts forward within 14 clear days after receiving notice. If the Trustees pass a resolution in accordance with this article, the Member concerned shall be removed as a Member from the date of such resolution. The power under

this article 5.3.4 shall not be used to remove the Founder (or any Trustee appointed under article 7.5) as a Member.

5.4 Membership is not transferable.

6. GENERAL MEETINGS

Calling a general meeting

- 6.1 A general meeting may be called at any time by the Trustees and must be called within 21 days of a written request from at least 5% of the Members in accordance with the Companies Acts to be held on a date not more than 28 days after the date of the notice.
- 6.2 General meetings are called on at least 14 clear days' written notice specifying the business to be discussed or shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at that meeting who hold at least 90% of the total voting rights at that meeting of all the Members.
- 6.3 The notice of general meeting shall specify the place, the date and the time of the general meeting, state the general nature of the business to be dealt with at the meeting and state with reasonable prominence that a Member is entitled to appoint another person as their proxy to exercise all or any of their rights to attend and to speak and vote instead of them. If the meeting is to be an AGM, the notice must say so.
- 6.4 Where it is intended to pass a Special Resolution at a general meeting, the notice must include the text of the resolution and state that it is intended to propose the resolution as a Special Resolution.
- 6.5 Notice must be sent to:
 - 6.5.1 the Charity's auditors (if any); and
 - 6.5.2 the Members (who are also the Trustees).
- 6.6 The accidental omission to give notice of any general meeting, or to send a form of proxy with a notice where required, or the non-receipt of a notice or form of proxy, shall not invalidate the proceedings at any general meeting.

Attending a general meeting

- 6.7 Members are entitled to attend general meetings either personally, (in the case of a Member organisation) by an authorised representative, by proxy or by suitable means agreed by the Trustees in which all participants may communicate with all the other participants. Proxy forms must be delivered to the Secretary at least

24 hours before the meeting. Any Member participating at a general meeting by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants simultaneously shall qualify as being present at the meeting.

Quorum

There must be a quorum present before a general meeting starts to do business. There is a quorum at a general meeting if the number of Members present in person, by authorised representative or by proxy is at least two or one third of the Members (rounded up to the nearest whole number), if greater.

Proceedings at general meetings

- 6.8 The Chair or (if the Chair is unable or unwilling to do so) some other Member elected by those Members present presides at a general meeting.
- 6.9 Except where otherwise provided by the Articles or the Companies Acts, every issue at a general meeting is decided by a majority of the votes cast.
- 6.10 Every Member present in person, or through an authorised representative, or by proxy has one vote on each issue.
- 6.11 A declaration by the person chairing the meeting that a resolution has been:
 - 6.11.1 carried;
 - 6.11.2 carried unanimously, or by a particular majority;
 - 6.11.3 not carried; or
 - 6.11.4 not carried by a particular majority, andan entry to that effect in the minutes of the general meeting, shall be conclusive evidence of the fact without proof of the number or proportion of votes in favour of or against the resolution.
- 6.12 Subject to the Companies Acts, the proceedings at any general meeting or the passing of a written resolution shall not be invalidated by reason of any accidental informality or irregularity (including with regard to the giving of notice) or any want of qualification in any of the persons present or voting.
- 6.13 If any person wishes to object to the qualification of any vote, they must do so at the meeting at which the vote they object to is

tendered. A vote which is not disallowed at the meeting will be deemed valid. The person chairing the meeting will be the sole judge of the validity of every vote tendered at the meeting.

Proxies

- 6.14 The notice of appointment of a proxy must be received at the registered office of the Charity (or such other address specified by the Charity for that purpose) not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the proxy notice proposes to vote. If it arrives late, or does not arrive at all, the proxy will not be allowed to attend and vote at the meeting.

Written resolutions

- 6.15 A written resolution signed by a majority of those entitled to vote at a general meeting (or, where the Companies Acts require, a greater majority) is as valid as a resolution actually passed at a general meeting. 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 required to reach the relevant majority.

Annual general meetings

- 6.16 The Charity shall not be required to hold an AGM in any year.

7. THE TRUSTEES

- 7.1 The Trustees as Charity Trustees have control of the Charity and its property and funds.
- 7.2 The Charity must maintain a register of Trustees (which may be called a register of directors).
- 7.3 The Trustees shall manage the affairs of the Charity and may for that purpose exercise all of the powers of the Charity. It is the duty of each Trustee:
- 7.3.1 to exercise their powers to perform their functions in their capacity as a Trustee of the Charity in the way they decide in good faith would be most likely to further the purposes of the Charity; and
- 7.3.2 to exercise in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to;

- (i) any special knowledge or experience they have or hold themselves out as having; and
- (ii) if they act as a Trustee of the Charity in the course of a business or profession, to any special knowledge or experience that is reasonable to expect of a person acting in the course of that kind of business or profession.

Number of Trustees

There shall be between three and twelve Trustees, all of whom must be Members. In accordance with article 5.2, the Trustees shall become Members by virtue of their appointment as Trustees. If the number of Trustees shall fall below three, the remaining Trustee(s) may only act to appoint further Trustees as required.

Appointment of Trustees

- 7.4 Up to eleven Trustees may be appointed by the Trustees.
- 7.5 The Founder may from time to time appoint (including re-appoint) any person who is otherwise qualified (in accordance with these Articles) for appointment (and at any time may remove any such person appointed) as a Trustee (which for the avoidance of doubt includes the appointment of the Founder as a Trustee) by providing written notice to that effect to the Charity. Any notice given under this article shall be effective immediately upon the earlier of actual receipt or deemed receipt in accordance with article 12 or (if later) such other date as is set out in the notice. A Trustee appointed under this article 7.5 has the same duty under article 7.3 as the other Trustees. This article 7.5:
 - 7.5.1 together with article 7.11, may not be amended (in whole or part, including deleted) without the unanimous consent of all of the Members (not including the Founder or any Member who has become a Member by virtue of being appointed as a Trustee by the Founder under article 7.5); and
 - 7.5.2 shall not apply to permit any Trustee (including the Founder) appointed under article 7.5 to continue as a Trustee where the Founder is in receipt of any payment or benefit from the Charity pursuant to article 10.2.5 (i.e. which requires the written consent of the Commission in advance). A Trustee (including the Founder) appointed under 7.5 shall be deemed to have immediately resigned from office commencing upon and continuing throughout any period (if any) where the

Founder is in receipt of any payment or benefit from the Charity pursuant to article 10.2.5 (i.e. which requires the written consent of the Commission in advance).

- 7.6 No one is entitled to act as a Trustee whether on appointment or on any reappointment until they have signed a written declaration of willingness to act as a Charity Trustee of the Charity, in whatever form the Trustees may reasonably require.
- 7.7 Subject to article 7.5, the appointment of a Trustee must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

Terms of office and retirement by rotation

- 7.8 Trustees shall be appointed for terms of 4 years. A Trustee who has served their term is deemed to retire on the fourth anniversary date of their appointment subject to any reappointment where they remain qualified.
- 7.9 Subject to article 7.10, a retiring Trustee who remains qualified may be reappointed for a maximum of three consecutive terms of office (including their initial term). Once a Trustee has served the maximum three consecutive terms of office (including their initial term, i.e. a period of 12 years) a break of a minimum of 1 year will be required before they become qualified to be re-appointed as a Trustee.
- 7.10 Notwithstanding article 7.9, the Trustees may, in circumstances which they consider to be exceptional, permit one or more of the Trustees to serve (at any one time) a further consecutive term (of 4 years), provided that (1) any such further reappointment may only take effect with the prior consent of at least 75% of the other Trustees (not including any Trustee who is or may be benefiting (or otherwise due to benefit) from such further term) and (2) that no more than 50% of the Trustees at any time may be appointed in this manner. Where the Trustees exercise their powers under this article the requirement of a 1 year break as detailed in article 7.9 shall not apply until the end of the further term of appointment, subject to the Trustees further exercise of their powers under this article 7.10.
- 7.11 Articles 5.3.4, 7.5, 7.12.1, 7.12.6, 7.12.7 and 7.12.8 do not apply in relation to the Founder (or any Trustee appointed by the Founder under article 7.5)

Retirement and removal of Trustees

- 7.12 A Trustee's term of office automatically terminates if they:

- 7.12.1 retire in accordance with article 7.8 (unless reappointed in accordance with article 7.9);
- 7.12.2 resign by written notice to the Trustees (but only if at least three Trustees will remain in office);
- 7.12.3 die;
- 7.12.4 are disqualified under the Charities Act from acting as a Charity Trustee or is prohibited by law from being a director of a company, or is disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005 or Charities Act (Northern Ireland) 2008;
- 7.12.5 are, in the reasonable opinion of the other Trustees, at any time incapable, whether mentally or physically, of managing their own affairs;
- 7.12.6 are absent from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
- 7.12.7 cease to be a Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming Membership of the Charity);
- 7.12.8 are appointed by the Trustees under article 7.4 and are removed by resolution passed by a majority of the other Trustees on the grounds that their removal is in the best interests of the Charity (but only if at least three Trustees will remain in office) after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.
- 7.12.9 is removed by written notice to the Trustees by the Founder, but this power of removal shall only apply to a Trustee appointed under article 7.5.

8. TRUSTEES' PROCEEDINGS

- 8.1 The Trustees must hold at least two meetings each year. The Trustees shall designate one meeting of Trustees each year as the **"Annual Trustees' Meeting"**. At an Annual Trustees' Meeting the Trustees may:
 - 8.1.1 accept the retirement of those Trustees who wish to retire or who are retiring in accordance with article 7.8; and/or
 - 8.1.2 conduct any other business they see fit.

Calling Trustees' meetings

- 8.2 A Trustee may at any time, and the Secretary (if any) must at the request of a Trustee, summon a meeting of the Trustees.
- 8.3 Notice of a meeting of the Trustees may be given to a Trustee personally or by word of mouth or sent in writing to them at their last known postal or email address or any other postal or email address given by them to the Charity for this purpose.
- 8.4 Except where there are matters demanding urgent consideration, each Trustee must be given reasonable notice of each meeting of the Trustees.

Quorum

- 8.5 A quorum at a meeting of the Trustees is two or one third of the Trustees (rounded up to the nearest whole number), if greater, save where the Charity has less than three Trustees where the remaining Trustees must meet for the sole purpose of appointing additional trustees.

Attendance and voting at Trustees' meetings

- 8.6 A meeting of the Trustees (including any committee) may be held either in person or by suitable electronic means (including but not limited to telephone calls with or without video conferencing facilities) agreed by the Trustees in which all participants may communicate with all the other participants simultaneously. Any Trustee participating at a meeting by suitable electronic means agreed by the Trustees in which all participants may communicate with all other participants simultaneously shall qualify as being present at the meeting.
- 8.7 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 8.8 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees, or all the members of a committee, (other than any Conflicted Trustee, or conflicted committee member, who has not been authorised to vote) is as valid as a resolution passed at a trustees' meeting, or a meeting of a committee (as appropriate). For this purpose the resolution may be contained in more than one document.
- 8.9 Except for the Chair of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 8.10 Subject to the Articles, the Trustees may regulate their meetings as they see fit.

Procedural defects

- 8.11 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
- 8.12 Subject to article 8.13, all decisions of the Trustees or a committee of the Trustees shall be valid notwithstanding the participation in any decision of a Trustee:
 - 8.12.1 whose appointment is subject to a technical defect of which the Trustees are unaware at the time the decision is made;
 - 8.12.2 who was disqualified from holding office;
 - 8.12.3 who had previously retired or who had been obliged by the Articles to vacate office;
 - 8.12.4 who was not entitled to vote on the matter, whether by reason of a Conflict of Interest or otherwise;if without the vote of that Trustee and that Trustee being counted in the quorum, the decision was made by a majority of Trustees at a quorate meeting.
- 8.13 Article 8.12 does not permit a Trustee or Connected Person to keep any benefit that may be conferred on them by a resolution of the Trustees or a committee of the Trustees if, but for article 8.12, the resolution would have been void.

9. TRUSTEES' POWERS

The Trustees have the following powers in the administration of the Charity:

- 9.1 to appoint (and remove) any person, who may, or may not, be a Member and a Trustee, to act as Secretary in accordance with the Companies Acts;
- 9.2 to appoint (and remove) a Chair, Treasurer and other honorary officers from among their number;
- 9.3 to confer on any individual (with their consent) the honorary title of patron, president or vice-president of the Charity;
- 9.4 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees in accordance with any rules made in accordance with article 9.6;

- 9.5 to make standing orders consistent with the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy;
- 9.6 to make rules consistent with the Articles and the Companies Acts to govern their proceedings and proceedings of committees;
- 9.7 to make regulations consistent with the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any);
- 9.8 to establish procedures to assist the resolution of disputes or differences within the Charity;
- 9.9 to exercise any powers of the Charity which are not reserved to the Members.

10. BENEFITS AND CONFLICTS

- 10.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:
 - 10.1.1 Members, Trustees and Connected Persons may be paid a return at a reasonable rate on money lent to the Charity;
 - 10.1.2 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 10.1.3 Individual Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other Beneficiaries.
- 10.2 A Member or Trustee must not receive any payment of money or other Material Benefit (whether directly or indirectly) from the Charity except:
 - 10.2.1 as mentioned in articles 10.1 or 10.3;
 - 10.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel travel costs) actually incurred in running the Charity;
 - 10.2.3 the benefit of Indemnity Insurance as permitted by the Charities Act;
 - 10.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings),

- 10.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 10.3 No Member, Trustee or Connected Person may be employed by the Charity except in accordance with article 10.2.5, but any Member, Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:
- 10.3.1 the goods or services are actually required by the Charity; and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
- 10.3.2 the nature and level of the remuneration is no more than reasonable in relation to the value of the goods or services and is set in accordance with the procedure in article 10.4;
- 10.3.3 no more than one third of the Trustees are subject to such a contract in any financial year.
- 10.4 Subject to clause 10.5, any Member or Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 10.4.1 declare the nature of his or her interest before discussion begins on the matter;
- 10.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
- 10.4.3 not be counted in the quorum for that part of the meeting; and
- 10.4.4 be absent during the vote and have no vote on the matter.
- 10.5 When any Member or Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 10.5.1 continue to participate in discussions leading to the making of a decision and/or to vote, or
- 10.5.2 disclose to a third party information confidential to the Charity, or

- 10.5.3 take any action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or
- 10.5.4 refrain from taking any step required to remove the conflict
- 10.6 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Member, Trustee or Connected Person, only with the prior written consent of the Commission.

11. RECORDS AND ACCOUNTS

- 11.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit or Independent Examination of accounts and the preparation and transmission to the Companies House and the Commission of:
 - 11.1.1 annual returns;
 - 11.1.2 annual reports; and
 - 11.1.3 annual statements of account.
- 11.2 The Trustees must keep proper records of:
 - 11.2.1 all proceedings at general meetings, annual general meetings (if applicable) and all written resolutions of the Members;
 - 11.2.2 all proceedings at meetings of the Trustees and all written resolutions of the Trustees;
 - 11.2.3 all reports of committees; and
 - 11.2.4 all professional advice obtained.
- 11.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 11.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or Member.

12. NOTICES

- 12.1 Notices under the Articles may be delivered by hand, or sent by post or by suitable electronic means.

- 12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.
- 12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 12.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 12.3.2 two clear days after being sent by first class post to that address;
 - 12.3.3 three clear days after being sent by second class or overseas post to that address;
 - 12.3.4 on being handed to the Member personally; or, if earlier,
 - 12.3.5 as soon as the Member acknowledges actual receipt.
- 12.4 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.

13. AMENDMENTS

- 13.1 Subject to obtaining any necessary consent from the Charity Commission and OSCR and the CCNI (if applicable), the Members may amend the Articles by Special Resolution (other than Articles 7.5 and 7.11 which require unanimous agreement as provided).
- 13.2 The Secretary (if any) or the Trustees must send the amended Articles and the signed Special Resolution or a signed print of the Special Resolution which adopted the Articles to Companies House and a copy of the amended Articles to the Charity Commission (whether or not Charity Commission consent is required to the amendments), OSCR (if registered with OSCR), and the CCNI (if registered with the CCNI).
- 13.3 When amending the objects, the Secretary (if any) or the Trustees must file any relevant forms at Companies House at the same time as filing the Special Resolution and amended Articles.

14. DISSOLUTION

- 14.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

- 14.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
- 14.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;
- 14.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.
- 14.2 A final report and statement of account must be sent to the Commission.
- 14.3 This provision may be amended by special resolution but only with the prior written consent of the Charity Commission.

15. MODEL ARTICLES

The Model Articles are excluded and do not apply to the Charity.

16. INTERPRETATION

In the Articles, unless the context indicates another meaning:

"AGM" means an annual general meeting of the Charity;

"Annual Trustees' Meeting" has the meaning given in article 8.1;

"Articles" means the Charity's articles of association;

"Beneficiaries" means the beneficiaries of the Charity as defined in Article 3.

"CCNI" means the Charity Commission for Northern Ireland;

"Chair" means the chair of the Trustees;

"Charity" means the company governed by the Articles;

"Charities Act" means the Charities Act 1992 to 2011 and any other Act which amends or replaces it;

"Charity Trustee" has the meaning prescribed by section 177 of the Charities Act;

"clear day" in relation to a period of notice means a period excluding:

- (a) the day on which the notice is given or deemed to be given;
and
- (b) the day of the meeting of other event;

"Commission" means the Charity Commission for England and Wales or any body which replaces it;

"Companies Acts" means the Companies Acts (1985 to 2006);

"Companies House" means the registrar of companies for England and Wales;

"Conflict of Interest" includes a conflict of interest and duty and a conflict of duties;

"Conflicted Trustee" means a Member or Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

"Connected Person" means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household including the Trustee's spouse or civil partner, any other person (whether of a different sex or the same sex) with whom the Trustee lives in an enduring family relationship, the Trustee's children or step-children, any children or step-children who live with the Trustee and have not attained the age of 18, the Trustee's parents, grandchild, grandparent, brother, sister or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company in which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;

"Custodian" means a person or body who undertakes safe custody of assets or of documents or records relating to them;

"electronic means" means any suitable electronic format agreed by the Trustees in which a participant or participants may communicate with all the other participants;

"Founder" means Adeem Younis;

"Financial Expert" means an individual, company or limited liability partnership who or which is authorised to give investment advice under the Financial Services and Markets Act 2000;

"financial year" means the Charity's financial year;

"Indemnity Insurance" has the meaning prescribed by the Charities Act and includes insurance designed to indemnify the charity trustees or any trustees for the Charity against any personal liability in respect of (a) any

breach of trust or breach of duty committed by them in their capacity as charity trustees or trustees for the Charity, or (b) any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the Charity but the terms of such insurance must be so framed as to exclude the provision of any indemnity for a person ("P") in respect of (a) any liability incurred by P to pay (i) a fine imposed in criminal proceedings, or (ii) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising), (b) any liability incurred by P in defending any criminal proceedings in which P is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by P, or (c) any liability incurred by P to the Charity that arises out of any conduct (i) which P knew (or must reasonably be assumed to have known) was not in the interests of the Charity, or (ii) in the case of which P did not care whether it was in the best interests of the Charity or not. The reference to any such conviction is a reference to one that has become final (a conviction becomes final if not appealed against, at the end of the period for bringing an appeal or if appealed against, at the time when the appeal (or any further appeal) is disposed of, and an appeal is disposed of;

"Independent Examination" means an examination of the Charity's accounts by an independent person who is reasonably believed by the Trustees to have the requisite ability and practical experience to carry out a competent examination of the Charity's accounts and who fulfils the requirements of the Charities Act;

"Material Benefit" means a benefit, direct or indirect which may not be financial but has a monetary value;

"Member" and **"Membership"** refer to company Membership of the Charity;

"Model Articles" means the model articles contained in schedule 2 of the Companies (Model Articles) Regulations 2008;

"Objects" means the Objects of the Charity as defined in article 3;

"OSCR" means the Office of the Scottish Charity Regulator;

"present" in the context of a Members' or Trustees' meeting (including committee meetings) includes by electronic means;

"Secretary" means the company secretary of the Charity;

"Special Resolution" means a resolution of the Members which requires a majority of not less than 75% of the eligible Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power in accordance with the Companies Acts for it to be passed.

"**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 including a fax message or in electronic format;

"**year**" means calendar year.

16.2 Expressions defined in the Companies Acts have the same meaning in these Articles.

16.3 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.