

Company No: 07962181

The Companies Act 2006

Articles of Association of Effective Ventures Foundation (UK)

Company Limited by Guarantee
and not having a Share Capital



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INTERPRETATION

1. DEFINED TERMS

These Articles should be read and interpreted in accordance with the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. OBJECTS

The objects of the Charity shall be, for the public benefit, such charitable purposes which are exclusively charitable purposes according to the law in England and Wales, as the Trustees may from time to time determine, they shall in particular include, without prejudice to the generality of the foregoing:

- 2.1 the promotion and improvement of the efficiency and effectiveness of charities and the application of charitable resources by informing, advising and educating those who work for or with charities and voluntary organisations, or who are otherwise concerned with charities and voluntary organisations, with a view to improving fundraising and planned giving to charities and for charitable purposes;
- 2.2 the advancement of education by providing sources of information about the ethics of career choices;
- 2.3 the prevention or relief of poverty and the improvement of the conditions of life in socially and economically disadvantaged communities through undertaking and supporting research into factors that contribute to poverty and the most appropriate ways to mitigate these, and

3. POWERS

To further its objects the Charity may:

- 3.1 provide and assist in the provision of money, materials or other help;
- 3.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.3 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
- 3.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.5 provide or procure the provision of counselling and guidance;
- 3.6 provide or procure the provision of advice;

- 3.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.8 in furtherance of the Charity's objects but not otherwise, 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 earned out its objects;
- 3.9 enter into contracts to provide services to or on behalf of other bodies;
- 3.10 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.11 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 1993);
- 3.12 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds (the Charity must comply as appropriate with the Charities Act 1993 if it wishes to mortgage land),
- 3.13 set aside funds for special purposes or as reserves against future expenditure,
- 3.14 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property,
- 3.15 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (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 or Experts acting under their instructions and pay any reasonable fee required;
- 3.16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.18 accept (or disclaim) gifts of money and any other property;
- 3.19 raise funds by way of subscription, donation, events or otherwise;
- 3.20 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.21 incorporate subsidiary companies to carry on any trade;
- 3.22 subject to Article 4:
 - 3.22.1 engage and pay employees, consultants and professional or other advisers; and

- 3.22.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.23 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.24 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 3.25 undertake and execute charitable trusts;
- 3.26 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity,
- 3.27 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.28 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.29 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.30 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993 (provided that in the case of an officer who is not a Trustee, the second and third references to "charity trustees" in the said section 73F(1) shall be treated as references to officers of the Charity); and
- 3.31 do all such other lawful things as may further the Charity's objects.

LIMITATION ON PRIVATE BENEFITS

4. LIMITATION ON PRIVATE BENEFITS

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

Permitted benefits to members

- 4.2 Except as provided below no part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity. This shall not prevent any payment in good faith by the Charity of:
 - 4.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Charity;
 - 4.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Charity (including services performed by the member under a contract of employment with the Charity), provided that if such member is a Trustee Articles 4.3, 4.4 and 4.5 shall apply;
 - 4.2.3 interest at a reasonable and proper rate on money lent by any member to the Charity;

- 4.2.4 any reasonable and proper rent for premises let by any member to the Charity; and
- 4.2.5 any payments to a member who is also a Trustee which are permitted under Articles 4.4 and 4.5.

Permitted benefits to Trustees and Connected Persons

- 4.3 Unless the payment is permitted by Article 4.4 no Trustee may:
 - 4.3.1 sell goods, services or any interest in land to the Charity;
 - 4.3.2 be employed by, or receive any remuneration from, the Charity; or
 - 4.3.3 receive any other financial benefit from the Charity;
- 4.4 A Trustee may receive the following benefits from the Charity:
 - 4.4.1 a Trustee or Connected Person may receive a benefit from the Charity in their capacity as a beneficiary of the Charity;
 - 4.4.2 a Trustee may be reimbursed by the Charity for, or may pay out of the Charity's property, reasonable expenses properly incurred by him or her when acting on behalf of the Charity;
 - 4.4.3 a Trustee or Connected Person may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding the service of acting as Trustee and services performed by a Trustee under a contract of employment with the Charity) provided that:
 - (a) if such person is a Trustee the procedure described in Article 21 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;
 - (b) if such person is a Connected Person the procedure described in Article 21 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
 - (c) this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee);
 - 4.4.4 a Trustee or Connected Person may receive interest at a reasonable and proper rate on money lent to the Charity;
 - 4.4.5 a Trustee or Connected Person may receive reasonable and proper rent for premises let to the Charity;
 - 4.4.6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.29;
 - 4.4.7 a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 6; and

- 4.4.8 a Trustee or Connected Person may receive or retain any payments authorised in Writing by the Charity Commission.
- 4.5 In Articles 4.3 and 4.4 references to the Charity shall be read as references to the Charity and/or any Subsidiary Company provided that in relation to services supplied to a Subsidiary Company the words in Article 4.4.3 "(excluding the service of acting as Trustee and services performed by a Trustee under a contract of employment with the Charity)" shall be treated as though they read "(excluding the service of acting as Trustee but including other services by any person performed under a contract of employment with any Subsidiary Company)".
- 4.6 For any transaction authorised by Articles 4.4 or 4.5, the Trustee's duty (arising under the Companies Acts) to avoid a conflict of interest with the Charity shall be disappplied.

LIABILITY, INDEMNITY AND WINDING UP

5. LIABILITY OF MEMBERS

- 5.1 The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member; for
- 5.1.1 payment of the Charity's debts and liabilities contracted before he, she or it ceases to be a member;
- 5.1.2 payment of the costs, charges and expenses of winding up; and
- 5.1.3 adjustment of the rights of the contributories among themselves.

6. INDEMNITY

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts, and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

7. WINDING UP

If any property remains after the Charity has been wound up or dissolved and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity (except to a member that is itself a charity which would qualify to benefit under this Article), but must be given to some other institution or institutions with similar objects which is or are regarded as charitable under the law of every part of the United Kingdom. The institution or institutions to benefit may be chosen by resolution of the members at or before the time of winding up or dissolution, and subject to any such resolution of the members may be chosen by resolution of the Trustees at or before the time of winding up or dissolution.

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

8. TRUSTEES' GENERAL AUTHORITY

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

9. MEMBERS' RESERVE POWER

9.1 The members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.

9.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

10. CHAIR

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

11. TRUSTEES MAY DELEGATE

11.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

11.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

11.3 Any delegation by the Trustees may be:

11.3.1 by such means;

11.3.2 to such an extent;

11.3.3 in relation to such matters or territories; and

11.3.4 on such terms and conditions,

as they think fit.

11.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.

11.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.

11.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

12. COMMITTEES

12.1 In the case of delegation to committees:

- 12.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
 - 12.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
 - 12.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - 12.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 12.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 12.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

13. DELEGATION OF INVESTMENT MANAGEMENT

The Trustees may delegate the management of investments to a Financial Expert or Experts.

DECISION-MAKING BY TRUSTEES

14. TRUSTEES TO TAKE DECISIONS COLLECTIVELY

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 20.

15. CALLING A TRUSTEES' MEETING

- 15.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 15.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 15.2.1 all the Trustees agree; or
 - 15.2.2 urgent circumstances require shorter notice.
- 15.3 Notice of Trustees' meetings must be given to each Trustee.
- 15.4 Every notice calling a Trustees' meeting must specify:
 - 15.4.1 the place, day and time of the meeting;

- 15.4.2 the general particulars of all business to be considered at such meeting; and
- 15.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 15.5 Notice of Trustees' meetings need not be in Writing.
- 15.6 Notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.
16. PARTICIPATION IN TRUSTEES' MEETINGS
- 16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 16.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 16.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
17. QUORUM FOR TRUSTEES' MEETINGS
- 17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.
- 17.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision:
- 17.3.1 to appoint further Trustees, or
- 17.3.2 to call a general meeting so as to enable the members to appoint further Trustees.
18. CHAIRING OF TRUSTEES' MEETINGS
- The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.
19. DECISION-MAKING AT MEETINGS
- 19.1 Questions arising at a Trustees' meeting shall be decided by a majority of votes.
- 19.2 In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have, unless, in accordance with the Articles, the

chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

20. DECISIONS WITHOUT A MEETING

- 20.1 A decision is taken in accordance with this Article 20 when the majority of the Trustees indicate by any means, including without limitation by Electronic Means, that they share a common view on a matter.
- 20.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.

21. CONFLICTS OF INTEREST

- 21.1 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.
- 21.2 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.
- 21.3 Whenever a Trustee has a Conflict of Interest either in relation to a matter to be discussed at a meeting or a decision to be made in accordance with Article 20:
 - 21.3.1 if the Conflict of Interest relates to a benefit permitted under Article 4.4.3 or Article 4.4.3 as it applies by virtue of Article 4.5, then the Trustee must comply with Article 21.4;
 - 21.3.2 for all other Conflicts of Interest, either the Trustee must comply with Article 21.4 or authorisation must be given by the unconflicted Trustees under Article 22;
- 21.4 If a Trustee with a Conflict of Interest is required to comply with Article 21.4 he or she must:
 - 21.4.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
 - 21.4.2 not be counted in the quorum for that part of the meeting; and
 - 21.4.3 withdraw during the vote and have no vote on the matter.
- 21.5 When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

22. TRUSTEES' POWER TO AUTHORISE A CONFLICT OF INTEREST

- 22.1 The Trustees have power to authorise a Trustee to be in a position of Conflict of Interest provided.
 - 22.1.1 this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 4.4.3 or Article 4.4.3 as it applies by virtue of Article 4.5;

- 22.1.2 in relation to the decision to authorise a Conflict of Interest, the conflicted Trustee must comply with Article 21.4;
- 22.1.3 in authorising a Conflict of Interest, the Trustees can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;
- 22.1.4 the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation; and
- 22.1.5 nothing in this Article 22 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with Article 4.
- 22.2 If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 22.1 then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 22.3 A Trustee shall not be accountable to the Charity for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 22.1 (subject to any limits or conditions to which such approval was subject).

23. REGISTER OF TRUSTEES' INTERESTS

The Trustees must cause a register of Trustees' interests to be kept. 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.

APPOINTMENT AND RETIREMENT OF TRUSTEES

24. NUMBER OF TRUSTEES

The Charity shall seek to ensure that there are always at least three Trustees in office.

25. APPOINTMENT OF TRUSTEES AND RETIREMENT OF TRUSTEES BY ROTATION

- 25.1 Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees.
- 25.2 Any person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee by a decision of the Trustees.
- 25.3 The Trustees shall establish a scheme of Trustee appointments and retirements to give effect to the principle that Trustees should serve for terms of approximately three years and may be re-appointed, but that no Trustee should serve for more than three consecutive terms.

25.4 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

26. TERMINATION OF TRUSTEE'S APPOINTMENT

A person ceases to be a Trustee as soon as:

26.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director or charity trustee by law;

26.2 that person is disqualified under the Charities Act 1993 from acting as a trustee of a charity;

26.3 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

26.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;

26.5 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;

26.6 notification is received by the Charity from the Trustee that the Trustee is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);

26.7 the Trustee fails to attend three consecutive meetings of the Trustees and the Trustees resolve that the Trustee be removed for this reason;

26.8 the Trustee ceases to be a member of the Charity; or

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

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

27. BECOMING A MEMBER

27.1 The Trustees from time to time shall be the only members of the Charity. A Trustee shall become a member automatically when they are appointed as a Trustee. All new Trustees are treated as having agreed to become members of the Charity.

27.2 The names of the members of the Charity must be entered in the register of members.

28. TERMINATION OF MEMBERSHIP

- 28.1 A person shall cease to be a member if they cease to be a Trustee. Membership is not transferable and shall cease on death.

29. ASSOCIATE MEMBERS

- 29.1 The Trustees may establish one or more categories of associate membership. Associate members are not members of the Charity for the purposes of the Articles or the Companies Acts but may have such rights and obligations (and may be liable for any such subscriptions) as the Trustees decide from time to time. The Trustees may admit and remove any associate members in accordance with any regulations that they make.

ORGANISATION OF GENERAL MEETINGS

30. GENERAL MEETINGS

- 30.1 The Trustees may call a general meeting at any time.
- 30.2 The quorum for general meetings is two or one-third of the total number of members, whichever is the greater, provided that if the quorum for Trustee's meetings is fixed at a different level by a decision of the Trustees, in accordance with Article 17.2, the quorum for general meetings shall change accordingly.
- 30.3 The Trustees may make such lawful arrangements as they see fit in respect of physical attendance and/or Remote Attendance at a general meeting. The entitlement of any person to attend and participate in a general meeting shall be subject to such arrangements.
- 30.4 When the Trustees have made arrangements to facilitate Remote Attendance, the provisions of the Articles shall be treated as modified to permit such arrangements and in particular a person attending a general meeting by Remote Attendance shall be treated as being present and/or present in person at the meeting for the purposes of the Articles, including without limitation the provisions of the Articles relating to the quorum for the meeting.
- 30.5 Subject to the Articles, general meetings must be called and held in accordance with the provisions regarding such meetings in the Companies Acts.

WRITTEN RESOLUTIONS

31. WRITTEN RESOLUTIONS

- 31.1 Subject to this Article 31, a written resolution of the Charity passed in accordance with this Article 31 shall have effect as if passed by the Charity in general meeting.
- 31.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the eligible members.
- 31.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75 per cent of the eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

- 31.2 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 31.3 A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 31.4 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.
- 31.5 A member signifies their agreement to a proposed written resolution when the Charity receives from them (or from someone acting on their behalf) an authenticated Document identifying the resolution to which it relates and indicating the member's agreement to the resolution. For these purposes:
- 31.5.1 if the Document is sent to the Charity in Hard Copy Form, it is authenticated if it bears the signature of the person sending it;
- 31.5.2 if the Document is sent to the Charity in Electronic Form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Charity or, where no such manner has been specified by the Charity, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.
- 31.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 31.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the Circulation Date.
- 31.8 If the Charity gives an electronic address in any document containing or accompanying a written resolution, it will be deemed to have agreed that any document or information relating to that resolution may be sent by electronic means to that address (subject to any conditions or limitations specified in the document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

32. COMMUNICATIONS BY THE CHARITY

General rule

- 32.1 The Charity may send or supply any documents, notices, information or other material to members or Trustees in the manner indicated in the first column below. They will be deemed received at the time specified in the second column below. This Article is subject to Article .

Method	Deemed delivery
(a) By hand	The day it was delivered.

(b) By post, in a prepaid envelope addressed to the recipient;	48 hours after posting, excluding any part of a day that is a Saturday, Sunday or Public Holiday.
(c) Sent by electronic means;	The day it was sent.
(d) Sent by making it available on a website; or	The day it was made available or (if later) the day the recipient was notified (or is deemed notified) that it was so available.
(e) Sent by other means authorised by the Articles and the Companies Acts.	In accordance with any provisions in the relevant article or the Companies Acts.

Exceptions

32.2 The following exceptions apply:

32.2.1 where the Companies Act 2006 requires it, the requirements in that Act for the Charity to gain a person's consent (or deemed consent) must be complied with before method (c), (d) or (as applicable) (e) is used (or before relevant material is sent in electronic form by other means);

32.2.2 a Trustee may agree with the Charity that notices or documents concerning Trustee decision-making can be sent to them in a particular way (whether or not listed above); and that they may be deemed delivered sooner than would otherwise be the case under this Article;

32.2.3 a member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called;

32.2.4 a member who does not register a postal address within the United Kingdom with the Charity shall not be entitled to receive any notice from the Charity (while it may provide them, in its discretion and subject to these Articles and the Companies Acts); and

32.2.5 where any document or material has been sent or supplied by the Charity by electronic means and the Charity receives notice that the message is undeliverable:

- (a) if the material has been sent to a member or Trustee and is notice of a general meeting of the Charity, the Charity is under no obligation to send a hard copy of the material to their postal address as shown in the Charity's register of members or Trustees, but may in its discretion choose to do so;
- (b) in all other cases, the Charity shall send a hard copy of the material to the member's postal address (within the United Kingdom) as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person within the United Kingdom (if any); and
- (c) the date of service or delivery of the material shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of hard copies.

33. SECRETARY

A Secretary may be appointed by the Trustees on such terms as they see fit, and may be removed by them. If there is no Secretary, the Trustees may make appropriate alternative arrangements.

34. IRREGULARITIES

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

35. MINUTES

The Trustees must ensure minutes are made:

- 35.1 of all appointments of officers made by the Trustees,
- 35.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 35.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting,

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

36. RECORDS AND ACCOUNTS

- 36.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 36.1.1 annual reports,
- 36.1.2 annual returns or confirmation statements; and
- 36.1.3 annual statements of account.

- 36.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Charity, no person is entitled to inspect any of the Charity's accounting or other records or Documents merely by virtue of being a member.

37. EXCLUSION OF MODEL ARTICLES

- 37.1 The relevant model articles for a company limited by guarantee are expressly excluded.

SCHEDULE - INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	"Address"	includes a postal or physical address and a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2	"Articles"	the Charity's articles of association;
1.3	"Chair"	has the meaning given in Article 10;
1.4	"Charity"	Effective Ventures Foundation (UK);
1.5	"Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6	"Clear Days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.7	"Companies Acts"	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.8	"Conflict of Interest"	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity;
1.9	"Connected Person"	any person falling within one of the following categories: <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or(b) the spouse or civil partner of any person in (a); or(c) any person living with a Trustee as his or her partner; or(d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1 per cent of the capital;

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| 1.10 | "Document" | includes, unless otherwise specified, any document sent or supplied in Electronic Form; |
| 1.11 | "Electronic Form" and "Electronic Means" | have the meanings respectively given to them in the Companies Act 2006; |
| 1.12 | "Financial Expert" | an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| 1.13 | "Hard Copy" and "Hard Copy Form" | have the meanings respectively given to them in the Companies Act 2006; |
| 1.14 | "Public Holiday" | means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered; |
| 1.15 | "Remote Attendance" | means remote attendance at a general meeting by such means as are approved by the Trustees in accordance with Article 30.3; |
| 1.16 | "Secretary" | the secretary of the Charity (if any); |
| 1.17 | "Subsidiary Company" | any company in which the Charity holds more than 50 per cent of the shares, controls more than 50 per cent of the voting rights attached to the shares or has the right to appoint a majority of the board of the company; |
| 1.18 | "Trustee" | a director of the Charity, and includes any person occupying the position of director, by whatever name called; and |
| 1.19 | "Writing" | the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise. |
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2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.

 3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Charity.