

Company No: 03663181

The Companies Act 2006

Articles of Association

The United Kingdom Committee for UNICEF

Company Limited by Guarantee
and not having a Share Capital

(As adopted by a Special Resolution passed on 24 June 2025)

CONTENTS

| | |
|--|----|
| 1. Meaning of Words | 1 |
| 2. The Constitution of the Charity..... | 2 |
| 3. Name of Charity | 2 |
| 4. Registered Office | 3 |
| 5. Relationship with UNICEF | 3 |
| 6. Objects of the Charity..... | 3 |
| 7. What the Charity may do..... | 3 |
| 8. Use of Income and Property | 5 |
| 9. Allowed Payments..... | 6 |
| 10. Limited Liability | 6 |
| 11. Guarantee by members of the Charity | 6 |
| 12. Winding-up of the Charity..... | 6 |
| 13. Members | 7 |
| 14. No Transfer of Membership | 7 |
| 15. Ending of Membership | 7 |
| 16. Associate members..... | 7 |
| 17. General Meetings | 7 |
| 18. Holding a General Meeting | 7 |
| 19. Quorum for General Meetings..... | 7 |
| 20. Chairperson of the General Meeting | 7 |
| 21. Remote meetings | 8 |
| 22. Written resolutions | 8 |
| 23. Circulation of a written resolution | 8 |
| 24. Signifying Agreement to a written Resolution | 8 |
| 25. Management by members of the Board of Trustees..... | 9 |
| 26. Powers of the Board of Trustees..... | 9 |
| 27. Cheques and Bills etc | 10 |
| 28. Indemnity for Trustees | 10 |
| 29. The Keeping of Minutes | 11 |
| 30. Officers | 11 |
| 31. The President and Vice Presidents..... | 12 |
| 32. Number of Trustees | 12 |
| 33. Appointment of Trustees | 12 |
| 34. Retirement of Trustees..... | 13 |
| 35. Notification of change of members of the Board of Trustees to the Registrar of Companies | 13 |
| 36. Ending of Board of Trustees Membership | 13 |
| 37. Removal of a member of the Board of Trustees..... | 14 |
| 38. Meetings of the Board of Trustees | 14 |
| 39. Conflicts of interest..... | 15 |
| 40. Validity of trustee actions | 15 |
| 41. Quorum of the Board of Trustees..... | 15 |

| | |
|--|----|
| 42. Vacancies on the Board of Trustees | 15 |
| 43. A Resolution approved by Signature Without a Meeting | 16 |
| 44. Validity of Acts Done at Meetings | 16 |
| 45. Delegation of Board of Trustees Powers | 16 |
| 46. Meetings of Sub-Committees..... | 17 |
| 47. Appointment and Removal of the Company Secretary..... | 17 |
| 48. Actions of Trustees and Company Secretary | 18 |
| 49. Irregularities..... | 18 |
| 50. Proper accounts must be kept | 18 |
| 51. Books must be kept at the Office | 18 |
| 52. Accounts and Returns | 18 |
| 53. Appointment of Reporting Accountants or Auditors | 19 |
| 54. Service of Notices | 19 |
| 55. Who is Entitled to Notice of General Meetings | 19 |
| 56. Accidental omission of notice..... | 20 |
| 57. Alterations to these Articles..... | 20 |
| 58. Standing orders | 20 |
| 59. Exclusion of model articles..... | 20 |

THE COMPANIES ACT 2006
Company Limited by Guarantee
and not having a Share Capital
ARTICLES OF ASSOCIATION

OF

THE UNITED KINGDOM COMMITTEE FOR UNICEF

1. MEANING OF WORDS

- 1.1 In these Articles of Association, the words in the first column of the table below have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:

| Words | Meanings |
|----------------------------|--|
| "Act" | the Companies Acts 1985, 1989 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time; |
| "Articles" | these Articles of Association; |
| "Board" | the Board of Trustees of the Charity whose members are the Trustees; |
| "Board Members" | shall have the same meaning as Trustees; |
| "Chairperson" | has the meaning given in Article 20; |
| "charitable" | has the meaning given in Article 1.6; |
| "Charity" | the United Kingdom Committee for UNICEF; |
| "Charity's Objects" | the objects of the Charity as defined in Article 6; |
| "Circulation Date" | in relation to a written resolution, has the meaning given to it in the Act; |
| "Clear Day" | 24 hours from midnight following the relevant event; |
| "In Writing" | written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by email or any other electronic means; |
| "month" | calendar month; |
| "Office" | the registered office of the Charity |

| | |
|----------------------------|---|
| "Public Holiday" | 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; |
| "Remote Attendance" | remote attendance by such means as are approved by the Trustees in accordance with Article Error! Reference source not found. ; |
| "Taxable Trading" | carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Charity's Objects, the profits of which are subject to corporation tax; |
| "Trustees" | the company law directors and charity law trustees of the Charity (as set out in Article 32); |
| "United Kingdom" | Great Britain and Northern Ireland; |
| "UNICEF" | the United Nations Children's Fund, an international inter-governmental organisation established by the General Assembly of the United Nations by resolution No. 57(I) of 11 December 1946 as a subsidiary organ of the United Nations and provided an indefinite mandate by resolution 802 (VIII) of 6 October 1953. |

1.2 Words in the singular form include the plural and vice versa.

1.3 The words **"person"** or **"people"** include corporations unless otherwise specified.

1.4 Apart from the words defined above, any words or expression defined in the Act or any change to the Act in force when these Articles become binding on the Charity will have the same meanings in these Articles, provided they are consistent with the subject or context.

1.5 Headings are not part of these Articles.

1.6 Throughout these Articles of Association, **"charitable"** means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005. For the avoidance of doubt, the system of law governing these Articles of Association is the law of England and Wales.

1.7 Any provision of these Articles which refers to the words **"include"**, **"includes"** or **"including"** shall be deemed to be followed by the words **"without limitation"**.

2. **THE CONSTITUTION OF THE CHARITY**

2.1 The Charity is established for the Charity's Objects shown in these Articles.

3. **NAME OF CHARITY**

3.1 The name of the Charity is The United Kingdom Committee for UNICEF.

4. REGISTERED OFFICE

4.1 The registered office of the Charity will be in England and Wales.

5. RELATIONSHIP WITH UNICEF

5.1 The Charity acts in accordance with and on the basis of applicable laws and regulations in force in the United Kingdom, cooperating with UNICEF on the basis of and in accordance with applicable arrangements agreed with them.

5.2 The Charity is authorised by UNICEF to use the UNICEF name, logo, brand and any other associated intellectual property in the United Kingdom only for the purposes set out in and in accordance with the arrangements agreed by the parties.

6. OBJECTS OF THE CHARITY

6.1 The objects of the Charity are:

6.2 To promote human rights for children (as set out in the Universal Declaration of Human Rights, the United Nations Convention on the Rights of the Child and other relevant United Nations conventions and declarations, and other relevant international and regional human rights instruments) throughout the world;

6.3 To further charitable work for children throughout the world including work through families and their communities for:

6.3.1 The relief of poverty and need;

6.3.2 The provision of education and training;

6.3.3 The promotion and protection of, and provision for, health; and

6.3.4 The protection of children who are vulnerable to exploitation and abuse.

7. WHAT THE CHARITY MAY DO

7.1 The Charity may do anything lawful that may be necessary or desirable in order to promote the Charity's Objects, including:

7.1.1 construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises or structure or land which the Charity may need for the Charity's Objects,

7.1.2 employ and pay any employees and other staff, consultants, agents and advisers,

7.1.3 subject to any consents required by law to raise funds and borrow moneys, invite and receive contributions or grants or enter into contracts seek subscriptions or raise monies in any other way,

7.1.4 subject to any consent required by law to buy, take on lease, sell, lease or otherwise dispose of, hire charge or mortgage or acquire any land or property of any sort which the Charity may determine in order to further the Charity's Objects and give or receive any guarantee or indemnity,

- 7.1.5 promote, encourage or undertake study or research and disseminate the results of such study and research,
- 7.1.6 produce, print and publish anything in written, oral or visual or electronic or any other media in furtherance of the Charity's Objects,
- 7.1.7 provide or procure the provision of services, training, consultancy, advice, support, counselling and guidance, in furtherance of the Charity's Objects or any of them,
- 7.1.8 promote, publicise and advertise the Charity's and UNICEF's activities,
- 7.1.9 engage in advocacy, campaigning, influencing and related activities, including creating opportunities for children and young people's engagement and participation, 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 that the activities are not the dominant means by which the Charity carries out the Charity's Objects,
- 7.1.10 invest any money that the Charity does not immediately need in any investments, securities or properties,
- 7.1.11 undertake any charitable trust which may promote the Charity's Objects,
- 7.1.12 make all reasonable and necessary provision for the payment of pensions and superannuation and other benefits to or on behalf of employees and their dependents,
- 7.1.13 raise funds other than by means of Taxable Trading,
- 7.1.14 establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any property or of furthering in any way the Charity's Objects through trading and to establish the same either as wholly owned subsidiaries of the Charity or jointly with other persons, government departments or local authorities and to finance the same if the Board of Trustees sees fit by way of loan or share subscription on commercial terms provided that the Charity shall seek professional legal advice before financing such companies,
- 7.1.15 establish support or join with any charitable companies, institutions, societies or associations whose objects are the same as or similar to its own,
- 7.1.16 purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, liabilities of any of the charities, institutions, societies or associations with which the Charity is authorised to join, and perform any of their engagements,
- 7.1.17 transfer of any of the Charity's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Charity is authorised to join,
- 7.1.18 open and operate banking accounts and other banking facilities,
- 7.1.19 enter into any arrangements with any governments, authorities or any person, charity or association necessary to promote any of the Charity's Objects,
- 7.1.20 insure any risks arising from the Charity's activities,

- 7.1.21 insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty,
- 7.1.22 make such ex-gratia payments as are permitted by statute or are authorised by the Charity Commission,
- 7.1.23 delegate upon such terms and at such reasonable remuneration as the Charity may think fit to professional investment managers (the **"Managers"**) the exercise of all or any of its powers of investment provided always that:
- (a) the Managers shall be authorised to carry on investment business,
 - (b) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Charity,
 - (c) the Managers shall be under a duty to report promptly to the Charity any exercise of the delegated powers and in particular to report every transaction carried out by the Managers of the Charity within 14 days and report regularly on the performance of investments managed by them,
 - (d) the Charity shall be entitled at any time to review, alter or terminate the delegation or the terms thereof,
 - (e) the Charity shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Charity to undertake such reviews within the period of 12 months shall not invalidate the delegation,
 - (f) the Charity shall be liable for any failure to take reasonable care in choosing the Managers, fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers,
- 7.1.24 to permit any investments belonging to the Charity to be held in the name of any clearing bank, trust, corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Charity and to pay any such nominee reasonable and proper remuneration for acting as such,
- 7.1.25 decline any donations to the Charity where acceptance is deemed by the Board not to be in the best interests of the Charity.

8. USE OF INCOME AND PROPERTY

- 8.1 The income and property of the Charity shall be applied solely towards the promotion of the Charity's Objects. None of it may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Charity and no member of the Board of Trustees may be paid any salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity in any way except as shown below under 'Allowed Payments'.

9. ALLOWED PAYMENTS

9.1 Subject to Articles 9.1.7 and 9.2, the Charity may pay:

9.1.1 Reasonable and proper payment to any person for any services to the Charity provided such person is not a member of the Board of Trustees.

9.1.2 Interest on the money lent by a member of the Charity or its Board of Trustees. The annual rate of interest must not be more than 2 per cent below the base rate of one of the clearing banks or a rate of 3 per cent whichever is the greater.

9.1.3 Reasonable out-of-pocket expenses to any member of the Board of Trustees that they have properly incurred in connection with the business of the Charity pursuant to such policy as the Board of Trustees may adopt from time to time.

9.1.4 Reasonable and proper payment to a company of which a member of the Board of Trustees holds not more than a hundredth of the capital.

9.1.5 Reasonable and proper rent for premises demised or let by any member of the Charity or its Board of Trustees.

9.1.6 All reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in these Articles.

9.1.7 Reasonable and proper payment to any Board Member for the supply of goods or work where the Board of Trustees determines following full disclosure from the Board Member concerned that it is not against the interest of the Charity. The Board Member concerned shall not be present during discussion or vote on the matter. At no time may a majority of the Board be interested in such contracts.

9.1.8 The Charity may pay any payment due to a Trustee under the indemnity provisions set out in the Articles.

9.2 Where benefits are conferred under Article 9.1, Article 39 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

10. LIMITED LIABILITY

10.1 The liability of the members is limited.

11. GUARANTEE BY MEMBERS OF THE CHARITY

11.1 Every member of the Charity agrees to contribute to the Charity £1 or any smaller amount required if:

11.1.1 The Charity is wound-up while they are a member or within a year afterwards; and

11.1.2 The Charity has debts and liabilities, which it cannot meet out of its assets.

12. WINDING-UP OF THE CHARITY

12.1 If the Charity is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the members of the

Charity. Instead it must be given or transferred to some other charitable institution or institutions. This other institution must have similar Objects to those of the Charity and must prohibit the distribution of its income and property among its members to an extent at least as great as that required by these Articles of Association.

- 12.2 The institutions will be chosen by the members of the Charity at or before the time when the Charity is wound-up or dissolved and if that cannot be done then the property shall be given to some other charity or charitable object.

13. **MEMBERS**

- 13.1 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 and their name must be entered into the Charity's register of members.

14. **NO TRANSFER OF MEMBERSHIP**

- 14.1 Membership is not transferable and shall cease on death.

15. **ENDING OF MEMBERSHIP**

- 15.1 A person shall cease to be a member if they cease to be a Trustee.

16. **ASSOCIATE MEMBERS**

- 16.1 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 Act 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 they make.

17. **GENERAL MEETINGS**

- 17.1 The Board of Trustees may call a general meeting at any time.

18. **HOLDING A GENERAL MEETING**

- 18.1 Subject to the Articles, general meetings must be called and held in accordance with the provisions regarding such meetings in the Act.

19. **QUORUM FOR GENERAL MEETINGS**

- 19.1 The quorum for general meetings is five members.

20. **CHAIRPERSON OF THE GENERAL MEETING**

- 20.1 The Chairperson of the Charity shall preside as Chairperson at every general meeting of the Charity. If there is no Chairperson of the Charity, or if they are not present within 15 minutes after the appointed starting time or are unwilling to take the chair, the members of the Charity present must elect a Vice Chairperson or one of their number to be Chairperson of the meeting.

21. **REMOTE MEETINGS**

21.1 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.

21.2 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.

22. **WRITTEN RESOLUTIONS**

22.1 Subject to this Article 22 a written resolution agreed by:

22.1.1 members representing a simple majority; or

22.1.2 (in the case of a special resolution) members representing not less than 75%,
of the total voting rights of eligible members shall be effective.

22.2 On a written resolution each member shall have one vote.

22.3 A written resolution must state that it was proposed as a special resolution in order to be a special resolution under the Companies Acts.

22.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of their term of office may not be passed as a written resolution.

23. **CIRCULATION OF A WRITTEN RESOLUTION**

23.1 A copy of the proposed written resolution must be sent to every eligible member in electronic form together with a statement informing the member how to signify their agreement and the date by which the resolution must be passed if it is not to lapse.

23.2 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.

23.3 The required majority of eligible members must signify their agreement to the written resolution within the period of 14 Clear Days beginning with the Circulation Date.

23.4 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

24. **SIGNIFYING AGREEMENT TO A WRITTEN RESOLUTION**

24.1 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:

24.1.1 identifying the resolution to which it relates; and

- 24.1.2 indicating the member's agreement to the resolution.
- 24.2 For the purposes of this Article 24:
- 24.2.1 a document sent or supplied in hard copy form is sufficiently authenticated if it is signed by the person sending or supplying it; and
- 24.2.2 a document sent or supplied in electronic form is sufficiently authenticated if:
- (a) the identity of the sender is confirmed in a manner specified by the Charity; or
 - (b) 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.
- 24.3 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).
- 24.4 A resolution passed under this Article 24 may consist of two or more documents in identical form signed by members.
25. **MANAGEMENT BY MEMBERS OF THE BOARD OF TRUSTEES**
- 25.1 The business of the Charity is managed by the Board of Trustees. They may use all powers of the Charity which are not, by the Act or by these Articles, required to be used by a general meeting of the Charity but the members of the Board of Trustees are at all times governed first by the Act, second by these Articles, and third by any standing orders.
- 25.2 General meetings cannot make a regulation that overrides these Articles. Nor can they make one which invalidates any prior act of the members of the Board of Trustees which would otherwise have been valid.
26. **POWERS OF THE BOARD OF TRUSTEES**
- 26.1 The Board of Trustees may subject to such consents as the law requires use all the powers of the Charity to:
- 26.1.1 borrow money;
 - 26.1.2 mortgage or charge its property or any part of it;
 - 26.1.3 issue debentures, debenture stock or other securities, whether outright or as security for any debt, liability or obligation of the Charity;
 - 26.1.4 resolve pursuant to these Articles to effect indemnity insurance notwithstanding their interest in such a policy; and
 - 26.1.5 exercise any other such power of the Charity.

27. CHEQUES AND BILLS ETC

- 27.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Charity shall indicate the name of the Charity in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Board of Trustees decides from time to time and cheques shall be signed by two Trustees unless the Board of Trustees otherwise decides (including for example via a delegation of authority).

28. INDEMNITY FOR TRUSTEES

- 28.1 In the management of the affairs of the Charity no Trustee shall be liable (to the extent permitted by the Act) for any loss to the property of the Charity arising by reason of:
- 28.1.1 improper investment made in good faith (so long as the Trustee sought professional advice before making such investment); or
 - 28.1.2 negligence or fraud of any agent employed by any Trustee in good faith (provided reasonable supervision shall have been exercised); or
 - 28.1.3 any mistake or omission made in good faith by any Trustee; or
 - 28.1.4 by reason of any other matter or thing other than fraud, wrongdoing or wrongful omission on the part of the Trustee.
- 28.2 Subject to and to the extent permitted by the Act, but without prejudice to any indemnity to which they may otherwise be entitled every Trustee may be indemnified out of the assets of the Charity against all costs and liabilities incurred by them in relation to any proceedings (whether criminal or civil) which relate to anything done or omitted or alleged to have been done or omitted by them as a Trustee save that no Trustee shall be entitled to be indemnified:
- 28.2.1 for any liability incurred by them to the Charity or any associated company of the Charity (as defined by the Act for these purposes);
 - 28.2.2 for any fine imposed in criminal proceedings;
 - 28.2.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
 - 28.2.4 for any costs for which they have become liable in defending any criminal proceedings in which they are convicted and such conviction has become final;
 - 28.2.5 for any costs for which they have become liable in defending any civil proceedings brought by the Charity or an associated company in which a final judgment has been given against them; and
 - 28.2.6 for any costs for which they have become liable in connection with any application under sections 144(3) or (4) or 727 of the Act in which the court refuses to grant them relief and such refusal has become final.
- 28.3 Every Trustee may have funds provided to them by the Charity to meet expenditure incurred or to be incurred in any proceedings (whether civil or criminal) brought by any party which

relate to anything done or omitted or alleged to have been done or omitted by them as a Trustee, provided that they will be obliged to repay such amounts no later than:

- 28.3.1 in the event they are convicted in proceedings, the date when the conviction becomes final;
- 28.3.2 in the event of judgment being given against them in proceedings, the date when the judgment becomes final; or
- 28.3.3 in the event of the court refusing to grant them relief on any application under sections 144(3) or (4) or 727 of the Act, the date when refusal becomes final.

29. **THE KEEPING OF MINUTES**

29.1 The Board of Trustees must have minutes entered in the minute books:

- 29.1.1 of all appointments of Officers by the Board of Trustees,
- 29.1.2 of the names of the members of the Board of Trustees present at each of its meetings and of any committee of the Board of Trustees,
- 29.1.3 of all resolutions and proceedings at all meetings of:
 - (a) The Charity,
 - (b) The Board of Trustees (including, without limitation, decisions of the Trustees made without a meeting),
 - (c) Sub-committees of the Board of Trustees.

29.2 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.

30. **OFFICERS**

30.1 The Board of Trustees shall elect from among themselves a Chairperson of the Charity, up to two Vice Chairpersons, a Treasurer and such other officers, not exceeding two, as they may from time to time deem necessary, in accordance with such role descriptions for such Officer roles as the Board of Trustees may adopt from time to time (the "**Officers**").

30.2 Officers, other than those elected to fill vacancies, shall generally be elected at the first meeting of the Board after the end of the financial year to hold office for a term not exceeding the remainder of their term on the Board.

30.3 The Officers shall, subject to the maximum term of office on the Board and compliance with any other rules and regulations which the Board may adopt from time to time, be eligible for re-election following expiry of their term in office.

31. THE PRESIDENT AND VICE PRESIDENTS

- 31.1 The President of the Charity shall hold honorary office from the end of the meeting at which they are appointed by a decision of the Board of Trustees in accordance with such rules or regulations as the Trustees may adopt from time to time.
- 31.2 The President shall not be a member of the Board of Trustees but if invited by the Board of Trustees, they may attend and speak at meetings of the Board of Trustees but shall not have the right to vote.
- 31.3 The Board of Trustees may also appoint up to two honorary Vice Presidents to support the Charity on such terms as the Board of Trustees sees fit.
- 31.4 The President and Vice Presidents shall have no decision-making authority nor any power to bind the Charity.
- 31.5 The President and Vice Presidents shall be appointed for terms of three years. The President and Vice Presidents shall be eligible for re-election or re-appointment (as the case may be) subject to a maximum term of service of nine consecutive years, subject also in each case to such rules or regulations varying those terms of office as the Trustees may adopt from time to time.
- 31.6 The President and Vice Presidents may be removed from office by a resolution of the Board of which that individual has been given seven Clear Days' notice. In exceptional circumstances requiring particular urgency in the best interests of the Charity, with the unanimous agreement of all Trustees, the notice period may be shortened to two Clear Days.

32. NUMBER OF TRUSTEES

- 32.1 The Board of Trustees shall consist of not less than seven nor more than sixteen Board Members.

33. APPOINTMENT OF TRUSTEES

- 33.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 36, may be appointed as a Trustee by a decision of the Board of Trustees:
- 33.1.1 for a term in accordance with Article 33.2; or
- 33.1.2 for a shorter fixed term.
- 33.2 Trustees are appointed for terms of three years and the maximum term of service on the Board of Trustees shall be six consecutive years, except that a person appointed as an Officer may, in order to facilitate their service in that role for an additional term, serve a maximum of nine consecutive years.
- 33.3 A member of the Board of Trustees who has served on the Board for a maximum consecutive period allowed shall not be eligible for re-election or reappointment until one year has elapsed from the date of expiry of their last term of office on the Board, save that where exceptional circumstances apply the Board of Trustees may decide in relation to a particular member of the Board of Trustees that it would be in the best interests of the Charity for that individual to

be re-elected or reappointed for an additional limited term of office determined by the Board of Trustees of up to one year in addition to the maximum.

34. RETIREMENT OF TRUSTEES

34.1 Trustees appointed for a shorter fixed term in accordance with Article 33.1.2 shall retire automatically at the end of their fixed term.

34.2 At the start of every Board meeting all Trustees appointed in accordance with Article 33.1.1 and for whom it is the Board meeting following the third anniversary of their appointment, shall retire at the end of that Board meeting. Trustees shall be eligible for re-election subject to the maximum terms of office specified in these Articles and such other rules and regulations as may be adopted by the Board of Trustees from time to time.

34.3 If the retirement of a Trustee under this Article causes the number of Trustees to fall below the number of Trustees specified in Article 32.1 then the retiring Trustee shall remain in office until a new appointment is made.

35. NOTIFICATION OF CHANGE OF MEMBERS OF THE BOARD OF TRUSTEES TO THE REGISTRAR OF COMPANIES

35.1 All appointments, retirements or removals of members of the board of trustees must be notified to the registrar of companies.

36. ENDING OF BOARD OF TRUSTEES MEMBERSHIP

36.1 A member of the Board of Trustees must cease to be a Trustee if they:

36.1.1 are employed by the Charity or hold any office of profit under the Charity, or

36.1.2 become bankrupt or make any arrangement or composition with their creditors generally, or

36.1.3 become barred from membership of the Board of Trustees because of any order made under the Act or by virtue of the Charities Act 2011 (including any statutory modification or re-enactment thereof), or

36.1.4 become incapable by reason of mental disorder, illness or injury of managing and administering their own affairs, or

36.1.5 resign the office by notice in Writing to the Charity but only if at least two members of the Board of Trustees will remain in office when the resignation takes effect, or

36.1.6 are directly or indirectly involved in any contract with the Charity and fails to declare the nature of their interest in the proper way. The proper way is by giving notice at the first meeting at which the contract is discussed or the first meeting after the member of the Board became interested in the contract, or

36.1.7 are removed from office in accordance with Article 37.

37. REMOVAL OF A MEMBER OF THE BOARD OF TRUSTEES

- 37.1 Any Trustee who is absent from three consecutive meetings of the Board of Trustees may be removed from the Board of Trustees by a resolution of the Board of Trustees of which that Trustee has been given not less than 21 days prior notice.
- 37.2 Any member of the Board of Trustees may be removed from office by a resolution of the Board of which that Board Member has been given seven days' notice and where that resolution is passed by 75 per cent of all those Trustees present and voting other than that Board Member. In exceptional circumstances requiring particular urgency in the best interests of the Charity, with the unanimous agreement of all Trustees save for the Board Member in question, the notice period may be shortened to two days.

38. MEETINGS OF THE BOARD OF TRUSTEES

- 38.1 The Board of Trustees may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles, provided that the Board of Trustees shall hold at least four meetings in each year.
- 38.2 Meetings do not need to take place in one physical place. Trustees participate in (and form part of the quorum in relation to) a Trustees' meeting, or part of a Trustees' meeting, when they can contemporaneously communicate with each other by any means. 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.
- 38.3 Questions arising at any meeting must be decided by a majority of votes cast at a quorate meeting of the Board of Trustees, unless otherwise specified. Every Trustee has one vote including the Chairperson. If the votes are equal, the Chairperson has a casting vote.
- 38.4 A member of the Board of Trustees may, and the Secretary (if any) if requested by a member of the Board of Trustees must, summon a meeting of the members of the Board of Trustees.
- 38.5 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
- 38.5.1 all the Trustees agree; or
- 38.5.2 urgent circumstances require shorter notice.
- 38.6 Subject to Article 38.7, notice of Trustee meetings must be given to each Trustee, and specify:
- 38.6.1 the day and time of the meeting;
- 38.6.2 the place where all the Trustees may physically attend the meeting (if any);
- 38.6.3 the general nature of the business to be considered at the meeting; and
- 38.6.4 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.
- 38.7 Notice of a meeting need not be given to any member of the Board of Trustees who is out of the United Kingdom, and need not be in Writing.

38.8 The Chairperson of the Charity shall chair the meetings of the Board of Trustees. In their absence one of the Vice Chairpersons of the Charity shall chair the meeting (as decided between the Vice Chairpersons if there are more than one) and if no Vice Chairperson is present then the Trustees present shall choose one of their number to be Chairperson of the meeting.

38.9 A Trustee may participate in Board meetings (including attending, speaking and voting) by means of telephone conference call, video conference link, or any other method, which allows all the participants both to hear and be heard by all the other participants in the meeting. Such arrangements may, without limitation, include arrangements involving telephone or video conferencing and/or use of electronic facilities and/or electronic platforms.

39. **CONFLICTS OF INTEREST**

39.1 Where the duty of a Trustee under section 175(1) of the Act or any other enactment to avoid conflict of interest would otherwise be infringed in relation to a particular transaction or arrangement, the duty is not infringed if:

39.1.1 the matter in relation to which that duty exists has been proposed to the Trustees at a meeting of the Trustees and has been authorised by them;

39.1.2 any requirement as to the quorum of such meeting is met without counting the Trustee in question, or any other interested Trustee; and

39.1.3 the matter was agreed to without any such Trustee voting, or would have been agreed to if the vote of any such Trustee had not been counted.

39.2 The Trustees shall also observe the rules in the Act, and such other rules as the Board adopts (including such conflicts of interest policy as may be adopted from time to time), as to the management of conflicts of duty or interest and to the extent required by law every Trustee shall fully disclose to the Board of Trustees the circumstances giving rise to any conflict or potential conflict that they have.

40. **VALIDITY OF TRUSTEE ACTIONS**

40.1 All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in their appointment or that they were disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

41. **QUORUM OF THE BOARD OF TRUSTEES**

41.1 There shall be a quorum when five Board Members are present at a meeting. For the avoidance of doubt, a person attending a meeting in the manner described as Remote Attendance will be treated as being present at the meeting for the purposes of this Article 41.

42. **VACANCIES ON THE BOARD OF TRUSTEES**

42.1 The Board of Trustees may act despite any vacancy on the Board. But if the number of Trustees falls below the quorum for meetings of the Board of Trustees, it may act only to:

42.1.1 appoint further Trustees; or

42.1.2 summon a general meeting of the Charity.

43. A RESOLUTION APPROVED BY SIGNATURE WITHOUT A MEETING

43.1 Majority decisions outside of a meeting: A resolution approved in Writing signed by a majority of the members of the Board of Trustees or any sub-committee is as valid as if it had been passed at a properly held meeting of the Board of Trustees or sub-committee in the following circumstances (with references to 'Trustee' being read as references to 'sub-committee member' in the case of sub-committee decisions). The circumstances shall be:

43.1.1 a Trustee has become aware of a matter on which the Trustees need to take a decision urgently outside of a meeting due to exceptional circumstances;

43.1.2 that Trustee has made the other Trustees aware of the matter and the need for a decision;

43.1.3 the Trustees have had a reasonable opportunity to communicate their views on the matter and the decision to each other; and

43.1.4 a majority of the Trustees indicate their agreement by any means to a particular decision on that matter.

43.2 The resolution may consist of several documents in the same form signed by one or more members of the Board of Trustees or sub-committee.

44. VALIDITY OF ACTS DONE AT MEETINGS

44.1 It may be discovered that there was some defect in the appointment of a member of the Board of Trustees or someone acting as a Trustee or that they were disqualified. If this is discovered, anything done before the discovery at any meeting of the Board of Trustees is as valid as if there were no defects or disqualification.

45. DELEGATION OF BOARD OF TRUSTEES POWERS

45.1 In the case of delegation of the day-to-day management of the Charity to a Chief Executive Officer or an Executive Director or other manager or managers:

45.1.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Board of Trustees and (if applicable) to advise the Board of Trustees in relation to such policy, strategy and budget;

45.1.2 the Board of Trustees shall provide any manager with a description of their role and the extent of their authority and shall adopt a scheme of delegation setting out delegated authorities and the day-to-day management of the Charity is hereby so delegated to the Chief Executive Officer in accordance with such description of their role and the extent of their authority and scheme of delegation, subject always to the provisions of this Article 45.1;

45.1.3 the Chief Executive Officer must report regularly to the Board of Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity; and

45.1.4 the Board of Trustees may revoke any delegation in whole or part or alter its terms and conditions.

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

45.3 In the case of delegation to an agent:

45.3.1 The Board of Trustees may delegate the administration of any of its powers to an agent. An agent must conform to any regulations that the Board of Trustees imposes on it.

45.3.2 The acts and proceedings of the agent must be reported to the Board of Trustees as soon as possible and by no later than the next Board Meeting.

45.3.3 The Trustees may make such regulations and impose such terms and conditions and give such mandates to any agent as they may from time-to-time think fit.

45.4 In the case of delegation to sub-committees:

45.4.1 The Board of Trustees may delegate the administration of any of its powers to sub-committees consisting of one or more of its members, with the Board of Trustees retaining ultimate responsibility. A sub-committee must conform to any regulations that the Board of Trustees imposes on it.

45.4.2 The members of the Board of Trustees on the sub-committee may (unless the Board of Trustees directs otherwise through the aforementioned regulations or otherwise) co-opt any person or people to serve on the sub-committee.

45.4.3 All acts and proceedings of the sub-committee must be reported to the Board of Trustees as soon as possible and by no later than the next Board Meeting.

45.4.4 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.

45.4.5 No sub-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.

45.4.6 The meetings and proceedings of any committee shall be governed by the provisions of 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.

46. **MEETINGS OF SUB-COMMITTEES**

46.1 A sub-committee may meet and adjourn whenever it chooses.

46.2 Questions at the meeting must be decided by a majority of votes of the sub-committee members present.

46.3 The sub-committee must have minutes entered in minute books. Copies of these minutes must be given to all members of the Board of Trustees.

47. **APPOINTMENT AND REMOVAL OF THE COMPANY SECRETARY**

47.1 The members of the Board of Trustees may but, subject to the Act, need not appoint a Company Secretary. The Board of Trustees shall decide their period of office, pay (if not a

member of the Board of Trustees) and conditions of service. The Board of Trustees may also remove the Company Secretary. Any Company Secretary who is paid may not also be a member of the Board of Trustees.

48. ACTIONS OF TRUSTEES AND COMPANY SECRETARY

- 48.1 The Act says that some actions must be taken both by a member of the Board of Trustees and by the Company Secretary. If one person is both a member of the Board of Trustees and the Company Secretary, it is not enough for them to do the action first as a Board of Trustees member and then as Company Secretary.

49. IRREGULARITIES

- 49.1 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.

50. PROPER ACCOUNTS MUST BE KEPT

- 50.1 Accounts shall be prepared in accordance with the Act and the Charities Act 2011.

51. BOOKS MUST BE KEPT AT THE OFFICE

- 51.1 The accounts must be kept at the Office or at other places decided by the Board. The accounts must always be open to inspection by Trustees.

52. ACCOUNTS AND RETURNS

- 52.1 The Board must, for each financial year, send a copy of its annual accounts and reports (or summary financial statements where appropriate) to (A) every person who is entitled to receive notice of general meetings and to (B) UNICEF.

- 52.2 Copies need not be sent to a person for whom the Charity does not have a current address (as defined in the Companies Act 2006).

- 52.3 The deadline for sending out the accounts and reports (or summary financial statements) is as follows:

- 52.3.1 the deadline for filing the Charity's accounts and reports (or summary financial statements) with Companies House, as prescribed by the Companies Act 2006; or

- 52.3.2 if earlier, the date on which the Charity actually files the accounts and reports (or summary financial statements) with Companies House.

- 52.4 To the extent required by law, the Board must file the accounts and reports (or summary financial statements) with Companies House within any deadlines specified by law.

- 52.5 The Board must file with the Charity Commission the accounts and reports (or summary financial statements) and all annual returns and other documents that are required to be filed, within any deadlines specified by the Charity Commission.

53. APPOINTMENT OF REPORTING ACCOUNTANTS OR AUDITORS

53.1 The Charity must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Charity's income or assets from time to time makes this a legal requirement.

53.2 Where the Charity's auditors are deemed reappointed in accordance with the Act, the Trustees shall fix the auditors' remuneration.

54. SERVICE OF NOTICES

54.1 The Charity may give notice to any Trustee or member either:

54.1.1 personally; or

54.1.2 by delivering it or sending it by ordinary post to the Trustee or member's address; or

54.1.3 if the Trustee or member has provided the Charity with an e-mail address, by sending it by e-mail to that address. This is subject to the Trustee or member having consented to receipt of notice in this way, where this is a legal requirement. If the Trustee or member lacks a postal address within the United Kingdom, notice may be sent to any address within the United Kingdom which they had given the Charity for that purpose or in accordance with Article 54.1.1; or

54.1.4 by any other method permitted from time to time by the law of England and Wales.

54.2 If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. If sent by email it will be treated as properly sent if the Charity receives no indication that it has not been properly sent.

54.3 If sent by post in accordance with Article 54.1.2, the notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by email, the notice will be treated as having been received 24 hours after having been properly sent.

54.4 The Charity may assume that any e-mail address given to it by a Trustee or a member remains valid unless the Trustee or member informs the Charity that it is not.

54.5 Where a Trustee or member has informed the Charity in Writing of their consent, or has given deemed consent in accordance with the Act, to receiving notices from the Charity by means of a website, notice will be validly given if the Charity sends that member a notification informing them that the documents forming part of the notice may be viewed on a specified website. The notification must be sent in accordance with Article 54.1 and must provide the website address, and the place on the website where the notice may be accessed and an explanation of how it may be accessed. If the notice relates to a general meeting the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

55. WHO IS ENTITLED TO NOTICE OF GENERAL MEETINGS

55.1 Notice of every general meeting must be given to

55.1.1 every member (except those members who have not given the Charity an address for notices within the United Kingdom);

55.1.2 reporting accountants or auditor of the Charity; and

55.1.3 all members of the Board of Trustees.

55.2 No-one else is entitled to receive notice of general meetings.

56. ACCIDENTAL OMISSION OF NOTICE

56.1 Sometimes a person entitled to receive a notice of a meeting does not get it because of accidental omission or some other reason. This does not invalidate the proceedings of that meeting.

57. ALTERATIONS TO THESE ARTICLES

57.1 No alterations to these Articles may be made which would cause the Charity to cease to be a charity in law. Other alterations to these Articles may only be made by a special resolution at a general meeting or by a written special resolution. A special resolution will be validly passed at a general meeting if the Charity gives the members at least 14 Clear Days' notice of the intention to pass a special resolution at the meeting and at least 75 per cent of those voting at the meeting vote in favour of the resolution. Such a special resolution may be passed on shorter notice if 90 per cent of the total number of members having the right to vote agree to such short notice.

57.2 Alterations may only be made to:

57.2.1 the Charity's Objects; or

57.2.2 any provision in these Articles which directs the application of property on dissolution; or

57.2.3 any provision in these Articles which gives Trustees any benefit;

with the Charity Commission's prior written consent where this is required by law.

57.3 The Charity shall inform the Charity Commission, Companies House and UNICEF of any alterations to the Articles and all future copies of the Articles issued must contain the alterations.

57.4 Alterations may also require the consent of other bodies.

58. STANDING ORDERS

58.1 The Board of Trustees shall have the power from time to time to make standing orders for the management of the Charity and any other matter they think relevant. Such orders shall, insofar as they regulate the election of trustees or the organisation or conduct of general meetings, only take effect following their approval by members of the Charity.

59. EXCLUSION OF MODEL ARTICLES

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