



The Companies Act 2006

Memorandum and Articles of Association of CARE International UK

Private Company Limited by Guarantee and not having
a Share Capital

(Incorporated on 7 May 1985)

(Company No. 1911651)
(Registered Charity No. 292506)

The Companies Acts 2006

Articles of Association of CARE International UK

Private Company Limited by Guarantee and not having a
Share Capital

adopted by special resolution on [] 2010

INTERPRETATION

1.1 In these articles:

"AGM" means an annual general meeting of the members of the Company;

"Articles" means these articles of association of the Company;

"Board" means the board of directors of the Company from time to time. The directors are charity trustees as defined by section 97 of the Charities Act 1993;

"CA 2006" means the Companies Act 2006 and any modification or re-enactment of those statutes in force at the relevant time;

"Chair of Trustees" means the person appointed to chair the Board;

"Charity Commission" means the Charity Commission for England and Wales;

"communication" means a communication comprising sounds or images or both and a communication effecting a payment;

"electronic communication" means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa) by means of a telecommunication system or by other means but while in an electronic form;

"general meeting" means a general meeting of the members of the Company, and every general meeting other than an AGM shall be called an general meeting;

"Memorandum" means the memorandum of association of the Company;

"Nomination and Remuneration Committee" means the nomination and remuneration committee of the Company;

"Office" means the registered office of the Company;

"Secretary" means any person appointed to perform the duties of the secretary of the Company from time to time;

"Taxable Trading" means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax; and

"United Kingdom" means Great Britain and Northern Ireland.

- 1.2 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, facsimile, e-mail and other modes of representing or reproducing words in a visible form.
- 1.3 Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.4 Headings in these Articles are for information only and are to be ignored in construing the same.
- 1.5 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act.

THE COMPANY

2. The name of the Company is "Care International UK".
3. The registered office of the Company is to be situated in England.

THE COMPANY'S OBJECTS

4. The objects of the Company are to relieve poverty and sickness, to promote the preservation and protection of health and to advance education among the world's poor (the "**Objects**").

THE COMPANY'S POWERS

5. The Company has the power to do anything within the law that may promote or may help to promote the Objects. In particular (but without limitation) the Company has the following powers:
 - 5.1 to purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;
 - 5.2 subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company;
 - 5.3 to prepare, print, produce, publish, or otherwise circulate, reports, surveys, books, articles, brochures, pamphlets, films, programmes for radio, television and all communications media as the Company may think fit, provided that the Company shall not undertake Taxable Trading activities;

- 5.4 to present, produce, promote, organise, manage and conduct any public meetings, performances, lectures, classes, debates, conferences, libraries, demonstrations or exhibitions and to charge such fees and prices as shall be thought appropriate;
- 5.5 to purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents rights, copyrights, licences and the like;
- 5.6 to borrow or raise money for the Objects on such terms, and on such security, as may be thought fit with such consents as are required by law;
- 5.7 to take and accept any gift of money, property or other assets whether subject to any special trust or not for any one or more of the Objects;
- 5.8 to raise funds and invite and receive contributions from any person or persons whatsoever by way of subscription or otherwise, provided that the Company shall not undertake any Taxable Trading activities in raising funds for its Objects;
- 5.9 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 5.10 to invest moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and to set aside funds for special purposes or as reserves;
- 5.11 to enter into such financial instruments, investments and/or securities, including futures, options and derivative contracts, to manage and mitigate the risks arising from the Company's charitable activities in pursuance of the Objects as the Trustees deem appropriate;
- 5.12 to make any donations in cash or assets, or establish or support or aid in the establishment or support of, and to lend money (with or without security) to or for, any charitable associations or institutions with objects similar to the Objects;
- 5.13 to undertake and execute charitable trusts;
- 5.14 subject to the provisions of clause 5.23 hereof, to engage and pay any person or persons whether on a full time or part time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company;
- 5.15 to grant pensions and retirement benefits to or for employees or former employees of the Company and to the widows, widowers, children and other dependants of deceased employees who are in necessitous circumstances, and to pay or subscribe to funds or schemes for the provision of pensions or retirement benefits for employees or former employees of the Company, their widows, widowers, children and other dependants;
- 5.16 to amalgamate with any companies, bodies, societies or associations which shall be charitable by law and have objects broadly similar to the Objects and prohibit payment of any dividend or profit to, and the distribution of any of their assets amongst, their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by these Articles;
- 5.17 to pay out of funds of the Company the reasonable and proper costs, charges and expenses necessary for the formation and registration of the Company;
- 5.18 to purchase indemnity insurance of the sort described in paragraph 6.7 below;
- 5.19 to give and receive guarantees and indemnities;

- 5.20 to promote or undertake study or research and disseminate the results of such research;
- 5.21 to provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind and to enter into contracts and grant agreements in respect of the same and to act as agent on behalf of any third party or as principal in respect of such activities;
- 5.22 to promote and advertise the Charity's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government, local authorities or other public bodies by undertaking campaigning and, to the extent permitted by law, political activities;
- 5.23 to do all such other lawful things as are necessary for the attainment of the Objects or any of them.

USE OF INCOME AND PROPERTY

- 6. The income, capital and property of the Company shall be applied solely towards the promotion of its Objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no director of the Company shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company, provided that nothing herein shall prevent any payment in good faith by the Company:
 - 6.1 of reasonable and proper remuneration to any member, officer or employee of the Company, not being a director, for any services rendered to the Company and of reasonable travelling expenses necessarily incurred in carrying out the duties of any member, officer or employee of the Company;
 - 6.2 reasonable and proper remuneration of a Director for services actually rendered to the Company or a subsidiary of the Company (save for services rendered in his capacity as a director or trustee), PROVIDED THAT:-
 - (a) the number of Directors so remunerated in any accounting period shall not exceed a minority of the Board of Directors;
 - (b) that no resolution to approve such remuneration to a Director shall be effective unless it is passed at a meeting of the Board of Directors;
 - (c) such Director shall not vote on any resolutions relating to his engagement by the Company or a subsidiary (as defined in the Act) of the Company; and
 - (d) the remuneration or maximum remuneration payable to the Director shall be set out either in the resolution approving such remuneration or in a written agreement between the Director and the Company;
 - 6.3 of interest on money lent by any member of the Company or any director at a rate per annum not exceeding two per cent. less than the minimum rate prescribed for the time being by the bankers of the Company or three per cent., whichever is the greater;
 - 6.4 of reasonable and proper rent for premises demised or let by any member of the Company or of any director;
 - 6.5 to any director for reasonable out-of-pocket expenses;
 - 6.6 of fees, remuneration or other benefit in money or money's worth to any company of which a member or director of the Company may also be a member holding not more than one per cent. of the capital of such company;

- 6.7 of any premium in respect of any indemnity insurance to cover the directors (or any of them) from and against all such risks incurred in the course of the performance of their duties as may be thought fit provided that any such insurance must not extend to any claim arising from criminal neglect, deliberate default, breach of trust or breach of duty on their part or to any claim arising from any act or omission which such person knew to be a breach of trust or breach of duty or which was committed by such person in reckless disregard as to whether it was a breach of trust or breach of duty or not; and
- 6.8 to any director in connection with any indemnity against liabilities incurred in the performance of his or her duties permitted by the articles of association of the Company;

LIMITED LIABILITY

7. The liability of the members is limited.
8. In the event of the Company being wound up while he is a member, or within one year after he ceases to be a member, every member undertakes to contribute such amount as may be required, not exceeding one pound, to the assets of the Company for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

ALTERATIONS

- 9.1 No alterations to these Articles may be made which would cause the Company to cease to be a charity in law. Other alterations to these Articles may only be made by special resolution.
- 9.2 Alterations may only be made to
- (a) the Objects or
 - (b) any clause of the Articles which
 - (i) directs the way the property of the Company is to be applied on dissolution or
 - (ii) which would provide authorisation for any benefit to be obtained by the directors or members of the Company or persons connected with them,
- with the Charity Commission's prior written consent.
- 9.3 The Charity Commission and the Companies Registrar must be informed of alterations and all future copies of the Articles issued must contain the alteration.

WINDING UP

10. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable body or bodies having objects similar to the Objects and which shall prohibit the distribution of its or their income, capital and property to an extent at least as great as is imposed on the Company under or by virtue of clause 6 hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

MEMBERS

- 11.1 There is no limit on the number of members of the Company.
- 11.2 No person other than a member of the Board may be or become a member of the Company. Any person who becomes a member of the Board shall upon accepting appointment as a member of the Board automatically become a member of the Company.
- 11.3 Every member of the Company shall sign the register of members on becoming a member.
- 11.4 There shall be no joint members.

ENDING OF MEMBERSHIP OF THE COMPANY

- 12. A member will cease to be a member if he ceases to be a director of the Company for whatever reason.

GENERAL MEETINGS

- 13. The Company may (but need not) hold an AGM in addition to any other meetings in that year if the board elects to call such a meeting, and shall describe it as an AGM in the notice calling the meeting. The AGM shall be held at such time and place as the Board decide.
- 14. (a) The Board may call a general meeting whenever it thinks fit.
(b) A general meeting may also be called by members of the Company holding at least ten per cent. of the voting rights of all the members entitled to vote at general meetings in accordance with the Act.

NOTICE OF GENERAL MEETINGS

- 15. An annual general meeting or a general meeting must be called by giving at least 14 Clear Days' notice in writing.
- 15.1 These notices must specify the place, date, time and the general nature of any business and, in the case of a special resolution the exact wording of the resolution must be set out in the notice.
- 15.2 The notice must also include a statement informing the members of their right to appoint a proxy to exercise their rights to attend, speak and vote at the meeting. Notice of the meeting must be given to everyone entitled by these Articles to receive it and must be given in accordance with these Articles. A meeting may be held on shorter notice if it is agreed by not less than 90 per cent. of the members entitled to attend and vote at it.
- 15.3 "**Clear**" means not counting the day on which the notice is received (or is treated as being received under these Articles) by the members in the UK, and not counting the day of the meeting itself.
- 15.4 If by accident notice of a meeting is not given to a person who is entitled to receive notice of that meeting that will not invalidate the proceedings at the meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 16. No business may be transacted at any general meeting unless a quorum of members is present at the start of the meeting. Except as stated in article 17, a quorum is three members present in person or by proxy and entitled to vote on the business to be transacted at the meeting.

17. If there is no quorum present within half an hour after the time set for the meeting, it shall be dissolved if it was called by a members' requisition and in any other case it shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Board decides. Except as stated in article 19, it will not be necessary to give notice of the adjourned meeting. If there is no quorum present within half an hour after the time set for the adjourned meeting, the members present shall be a quorum.
18. The chairperson of the Board shall preside as chairperson at every general meeting of the Company, or if there is no chairperson of the Board, or if he is not present within 15 minutes after the time set for the meeting or is unwilling to act as chairperson, the members of the Board present shall elect the chairperson of the meeting.
19. If a meeting is quorate, the chairperson may, with the consent of the members present at the meeting (and shall, if a majority of them direct him to do so) adjourn the meeting to another time and (if he thinks fit) another place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It will not be necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting, unless the meeting is adjourned for 30 days or more, in which case notice of the adjourned meeting must be given as in the case of the original meeting.
20. At any general meeting a resolution put to the vote of the meeting is decided by a show of hands by members unless a poll is demanded (before or after the result of the show of hands is declared). A poll may be demanded by the chairman of the meeting or a member who is present save that no poll may be demanded on the election of a chairman of a meeting or on any question of adjournment. Members may vote by proxy.
21. An amendment may be proposed to any resolution proposed as an ordinary resolution, provided that such amendments are within the scope of the notice of the meeting and are no more onerous on the company than the original text of the resolution and that the amendments do not have the effect of negating the substantive resolutions. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. In the case of a resolution duly proposed as a special resolution no amendment thereto (other than an amendment to correct a patent error) may in any event be considered or voted upon.

VOTES OF MEMBERS

22. Each member of the Company whose name appears in the Company's register of members has one vote at every general meeting at which he is entitled to vote.
23. A member of the Company may appoint a person as his proxy to attend general meetings in his place and to speak at such general meetings and to vote by show of hands or on a poll. A proxy need not be a Member of the Company. A Member may appoint more than one proxy to attend and to speak and to vote at the same general meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by the member. The appointment of a proxy shall not preclude a member from attending and voting in person at the meeting or any adjournment thereof
24. The appointment of a proxy shall be in the following form or another form approved by the Board:

"Care International UK

I/We _____ of _____ being a member of the
above-named Company, appoint _____ of _____

or failing him/her of
as my proxy to vote on my behalf and on any poll taken
at the [Annual/Extraordinary] General Meeting of the Company to be held on ●, and at
any adjournment thereof, and to call for a poll at any of those meetings if he/she thinks
fit.

Signed

Dated"

If members are to be given an opportunity of voting for or against a resolution or resolutions, the form of proxy shall contain voting instructions on each resolution to be completed by the member. The form will also state that unless otherwise instructed, the proxy will vote as he/she thinks fit.

- 24.1 A written form of proxy must be received at the Office not less than 48 hours before the time set for the meeting or the adjourned meeting. When calculating this period, the Board may any part of a day that is not a working day shall not be counted.
- 24.2 A form of proxy may be sent by electronic communication only where an address has been specified for the purpose of receiving electronic communications in the notice convening the meeting or in the form of proxy sent out by the Company in relation to the meeting, in which case, the form of proxy must be received at that address not less than 48 hours before the time set for the meeting or adjourned meeting.
- 24.3 In the case of a poll taken more than 48 hours after it is demanded, the form of proxy must be deposited or received in the same way as stated above after the poll has been demanded, but not less than 24 hours before the time set for the taking of the poll.
- 24.4 In the case of a poll which is not taken at the meeting, but is taken less than 48 hours after it was demanded, the form of proxy must be delivered at the meeting at which the poll was demanded to the chairperson or to the Secretary or to any member of the Board.
- 24.5 A form of proxy will not be valid unless it is deposited, delivered or received in the manner described above. In this article and the next, "address" in relation to electronic communications, includes any number or address used for the purposes of such communications.
- 25. The appointment of a proxy may only be revoked by a notice of revocation received by the Company by the same means as permitted for sending the form of proxy, before the start of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time set for taking the poll. Unless the notice of revocation is received by the Company in time, a vote given or poll demanded by a proxy for a member will be valid.

WRITTEN AGREEMENT TO RESOLUTION

- 25.1 Except in the case of a resolution to remove a director or the auditors before the expiry of their term, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:
 - (a) it must be in Writing;
 - (b) in the case of a special resolution it must be stated on the resolution that it is a special resolution, and it must be signed by at least 75 per cent. of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;

- (c) in the case of an ordinary resolution it must be signed by a majority of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
 - (d) it may consist of two or more documents in identical form signed by members; and
 - (e) the passing of the resolution must comply with any other requirements of the law from time to time.
- 25.2 A written resolution is passed when the required majority of eligible members have signified their agreement to it.

POWERS AND DUTIES OF THE BOARD

26. Management by the Board

- 26.1 The business of the Company is managed by the Board. The Board may exercise all powers of the Company which are not, by the Act or by these Articles, required to be exercised by a general meeting of the Company. The Board is at all times governed first by the Act, second by the Articles, and third by any regulations that a general meeting may prescribe.
- 26.2 General meetings cannot make a regulation that overrides the Articles. Nor can they make one which invalidates any prior act of the Board which would otherwise have been valid.

27. Powers of the Board

- 27.1 The Board may (subject to such consents as the law requires) exercise all the powers of the Company which are not, by the Act or by these Articles, required to be used by a general meeting of the Company.
- 27.2 The Board has the power from time to time to adopt, make, alter or revoke byelaws for the regulation of the Company and otherwise for the furtherance of the purposes for which the Company is established, providing that such byelaws are not contrary to the Memorandum or Articles. All such byelaws for the time being in force shall be binding upon all members until they cease to have effect as provided elsewhere in these Articles or are varied or set aside by an ordinary resolution of the Company.

28. Payment of subscriptions

All members must pay the subscriptions, if any, that the Board may decide to levy from time to time.

29. Cheques and bills etc

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company must indicate the name of the Company in full and that it is a charity and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Board decides from time to time and cheques shall be signed by two directors unless the Board otherwise decides.

30. Indemnity and Insurance

- 30.1 Subject to article 30.2, a relevant director of the company or an associated company may be indemnified out of the company's assets against—

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235 of the CA 2006),
- (c) any other liability incurred by that director as an officer of the company or an associated company.

30.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the CA 2006 or by any other provision of law.

30.3 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant director in respect of any relevant loss.

30.4 For the purposes of this article, companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, a "relevant director" means any director or former director of the company or an associated company and a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company.

31. **The keeping of minutes**

The Board must have minutes entered in the minute books:-

- (a) of all appointments of officers by the Board;
- (b) of the names of the directors present at each of its meetings and of any committee of the directors;
- (c) of all resolutions and proceedings at all meetings of:
 - (i) The Company;
 - (ii) The Board;
 - (iii) Committees of the Board.

32. **The make-up of the Board**

32.1 The Board shall consist of not less than three persons elected by the members at an AGM or appointed by the Board but there shall be no maximum number of directors.

32.2 No director shall be elected unless he or she receives a majority of the votes of those present and voting at the AGM or where no AGM the last board meeting of the calendar year ("**Appointment Meeting**").

33. **Retirement of members of the Board**

At each Appointment Meeting, each director who has served three (3) years, or six (6) years in office must retire but is eligible for re-election or reappointment. After nine (9) consecutive years on the Board a director must retire and shall not be eligible for re-election. His retirement shall take place at the first Appointment Meeting following the ninth anniversary of his initial appointment.

34. **Change in make-up and number of the Board**

The make-up and number of the Board may be varied but not reduced below three, of whom at least one must be a natural person. Variation can only be made by an ordinary resolution of the members in general meeting by a majority vote of the members present at the meeting.

35. **Notification of change of directors to the Registrar of Companies**

All appointments, retirements or removals of directors must be notified to the Registrar of Companies.

36. **Ending of membership of the Board**

A director must cease to be a director if he or she:-

- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (b) becomes barred from membership of the Board because of any order made under the Act, the Company Directors Disqualification Act 1986 (or any regulations made under it) or by virtue of Section 72 of the Charities Act 1993; or
- (c) is considered by the board to have become incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- (d) resigns the office by notice in writing to the Company but only if at least two members of the Board will remain in office when the resignation takes effect; or
- (e) is directly or indirectly involved in any contract with the Company and fails to declare the nature of his or her 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 became interested in the contract; or
- (f) is removed from office by the members under the Act.

37. **Removal of a director by a general meeting**

37.1 A general meeting of the Company may remove any director before the end of his or her period of office whatever the rest of these Articles or any agreement between the Company and the member may say.

37.2 Removal can take place only by the Company passing an ordinary resolution saying so. At least 28 days' notice must be given to the Company and at least 21 days' notice to the membership. Once the Company receives such a notice it must immediately send a copy to the member of the Board concerned. He or she has a right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the member may require it to be read to the meeting.

38. Removal of a member of the Board by the Board

If a member of the Board:

- 38.1 has conducted himself or herself in a manner which in the opinion of the Board is prejudicial to the interests of the Company or renders him or her unfit for membership of the Board; or
- 38.2 has by any act or conduct made known to the Board that he or she is no longer in sympathy with the aims and objects of the Company; or
- 38.3 fails to attend three consecutive meetings of the Board,

the Board may resolve by a majority of not less than three-quarters of the directors present and voting that he or she be removed from the Board. The Board member must be given at least 14 days' notice in writing of the resolution and shall have been permitted to have been present at the meeting and heard in his or her own defence.

39. Meetings of the Board

- 39.1 The Board may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.
- 39.2 Questions arising at any meeting must be decided by a majority of votes. Every member has one vote including the chairperson. If the votes are equal, the chairperson has a casting vote but this does not apply if, in accordance with the articles, the chairperson or other director is not to be counted as participating in the decision making process for quorum or voting purposes.
- 39.3 A member of the Board may, and the Secretary if requested by a member of the Board must, summon a meeting of the members of the Board.

40. Conflicts of interest

- 40.1 For the purposes of section 175 of the Act, the directors may authorise any matter proposed to them which would, if not so authorised, constitute or give rise to an infringement of duty by a director under that section.
- 40.2 Any authorisation of a matter pursuant to article 40.1 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- 40.3 Any authorisation of a matter under article 40.1 shall be subject to such conditions or limitations as the directors may specify, whether at the time such authorisation is given or subsequently, and may be terminated or varied by the directors at any time. A director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation.
- 40.4 A director shall not, by reason of his office or the fiduciary relationship thereby established, be accountable to the Company for any remuneration or other benefit which derives from any matter authorised by the directors under article 40.1 and any transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such remuneration or other benefit or on the ground of the director having any interest as referred to in the said section 175.
- 40.5 A director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director or officer or employee of the Company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his connection with that other person conflicts, or possibly

may conflict, with the interests of the Company, this article 40.5 applies only if the existence of that connection has been authorised by the directors under article 40.1 above. In particular, the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act because he fails:

- (a) to disclose any such information to the directors or to any director or other officer or employee of the Company; and/or
- (b) to use any such information in performing his duties as a director or officer or employee of the Company.

40.6 Where the existence of a director's connection with another person has been authorised by the directors under article 40.1 and his connection with that person conflicts, or possibly may conflict, with the interests of the Company, the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act because he:

- (a) absents himself from meetings of the director or any committee thereof at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or
- (b) makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or for such documents and information to be received and read by a professional adviser,

for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists.

40.7 The provisions of articles 40.5 and 40.6 are without prejudice to any equitable principle or rule of law which may excuse the director from:

- (a) disclosing information, in circumstances where disclosure would otherwise be required under these articles or otherwise;
- (b) attending meetings or discussions or receiving documents and information as referred to in article 40.6 in circumstances where such attendance or receiving such documents and information would otherwise be required under these articles.

40.8 For the purposes of this article 40 a conflict of interest includes a conflict of interest and duty and a conflict of duties.

41. **Officers of the Board**

The Board may elect from among the directors a chairperson, honorary secretary, treasurer and any other officers that it wishes.

42. **Quorum of the Board**

The quorum necessary for business to be done at a Board meeting shall be three, unless the Company in general meeting decides otherwise by ordinary resolution.

43. **Vacancies on the Board**

The Board may act despite any vacancy on the Board. But if the number of members falls below the quorum, it may act only to summon a general meeting of the Company.

44. **Resolutions approved in writing and telephonic meetings**

44.1 A resolution in writing signed by all the members of the Board or any committee is as valid as if it had been passed at a properly held meeting of the Board or committee. The resolution may consist of several documents in the same form signed by one or more members of the Board or committee.

44.2 Any one or more directors may participate in a meeting of the Board or any committee under the Articles by means of a telephone, video conference or other communication equipment by means of which all persons participating in a meeting can hear each other at the same time. Participation by such means shall for all purposes be deemed to constitute the presence in person at such a meeting. Such a meeting shall be deemed to take place at the location where the largest group of those participating is assembled, or if there is no such group where the chairperson of the meeting then is.

45. **Validity of acts done at meetings**

If it is discovered that there was some defect in the appointment of a member of the Board or that he or she was disqualified, anything done before the discovery at any meeting of the Board is as valid as if there were no defect or disqualification.

46. **Delegation of Board powers to committees**

46.1 The Board may delegate the administration of any of its powers to committees consisting of two or more of its members. A committee must conform to any regulations that the Board imposes on it, including any quorum requirements. In the absence of a specific rule, the quorum will be two directors.

46.2 The members of the Board on the committee may (unless the Board directs otherwise) co-opt other individuals to serve on the committee.

46.3 All acts and proceedings of the committee must be reported to the Board as soon as possible.

47. **Use of an Advisory Council**

The Board may, if it thinks fit, nominate people to serve on an Advisory Council of the Company if in the opinion of the Board the advice of such people on any matter referred to them by the Board would assist the Board in deciding matters of policy and the Board shall have the power to establish such an Advisory Council and to refer matters to it for report.

48. **Chairperson of committees**

48.1 A committee may elect a chairperson of its meetings if the Board does not nominate one.

48.2 If at any meeting the committee's chairperson is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be chairperson of the meeting.

49. **Meetings of committees**

49.1 A committee may meet and adjourn whenever it chooses.

49.2 Questions at the meeting must be decided by a majority of votes of the members present.

49.3 Minutes of each meeting of a committee must be taken and entered in minute books. Copies of these minutes must be given to all members of the Board.

COMPANY SECRETARY

50. Appointment and removal of the Company Secretary

The members of the Board may appoint the Company Secretary but are not obliged to do so. Should they do so they decide his or her period of office, pay (if not a member of the Board) and conditions of service. They may also remove the Company Secretary.

51. Actions of directors and the Company Secretary

The Act says that some actions must be taken both by a director and by the Company Secretary. If one person is both a member of the Board and the Company Secretary, he or she may not do the action in both capacities.

ACCOUNTS

52. Proper Accounts must be kept

52.1 The Board must have proper books of account kept in accordance with the law. In particular, the books of account must show:-

- (a) all amounts received and spent by the Company, and for what;
- (b) all sales and purchases by the Company; and
- (c) the assets and liabilities of the Company.

52.2 The books of account must give a true and fair view of the state of the Company's affairs and the results of its operations for any financial period and must explain its transactions.

53. Books must be kept at the Office

The books of account must be kept at the Office or at other places decided by the Board. The books of account must always be open to inspection by members of the Board.

54. Inspection of books

The Board must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not on the Board. A member who is not on the Board may only have the right to inspect a book of account or document of the Company if the right is given by law or authorised by the Board or a general meeting.

55. Income and expenditure account and balance sheets

55.1 The Board must, for each accounting reference period, prepare:-

- (a) a statement of financial activities and income and expenditure accounts;
- (b) a report by the Board on the state of the Company as required by the law;
- (c) a balance sheet; and
- (d) such other reports statements or accounts as are from time to time required by law.

55.2 The Board must file with the Companies Registrar the annual returns that are required.

56. Copies for members

56.1 Certain documents must be sent to members of the Company at least 21 days before the date of the general meeting. These documents are:-

- (a) a copy of every balance sheet (including every document required by law to be attached to it);
- (b) a copy of any report from reporting accountants or auditors; and
- (c) a copy of the report of the directors.

56.2 But this Article does not require a copy of these documents to be sent to anyone whose address the Company does not know.

57. **Appointment of reporting accountants or auditors**

The Company shall appoint properly qualified reporting accountants or properly qualified auditors as required by the CA 2006.

58. **Service of notices**

58.1 The Company may give notice to any member either personally or by delivering it or sending it by ordinary post, e-mail or fax to his or her registered address within the United Kingdom or elsewhere. Any notice will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. If a notice is sent by post to a UK address it will be treated as having been received 24 hours after the envelope containing it was posted if posted by first class post and 48 hours after posting if posted by second class post. Notices sent by e-mail or fax will be treated as having been received 24 hours after transmission, even if a subsequent hard copy is sent. Notices left at a shareholder's registered address or such other postal address as notified by the shareholder to the Company for the purpose of receiving company communications, shall be deemed to have been received on the day it was left.

58.2 A shareholder whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notice may be given to him, or an address to which notices may be sent by electronic means, shall be entitled to have notices, documents or other information sent to him at that address, but otherwise no such shareholder shall be entitled to receive any notice, document or other information from the Company.

58.3 Any document or information to be given or sent to any person by the Company is also to be treated as given or sent, supplied, delivered or provided where it is made available on a website, or is sent in electronic form, in the manner provided by the 2006 Act (subject to the provisions of these Articles). The Company may give, send, supply, deliver or provide documents or information to Members by making them available on a website.

58.4 The Board may from time to time make such arrangements or regulations as they may see fit regarding the giving of notices or other documents or information by electronic means by or to the Company and otherwise for the purpose of implementing and/or supplementing the provisions of these Articles and the Statutes in relation to electronic means; and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this article

59. **Who is entitled to notice of general meetings**

59.1 Notice of every general meeting must be given to:-

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

(b) the reporting accountants or auditor of the Company; and

(c) every director.

59.2 No one else is entitled to receive notice of general meetings, but notices may be sent to certain people (as the Board may decide) for information only.

(Company no. 1911651)
(Registered Charity No. 292506)

The Companies Act 2006

Memorandum of Association of CARE International UK

Private Company Limited by Guarantee and not having a
Share Capital

(As amended by special resolutions dated 6 August 1985 and 7
November 1995 and by written resolution dated 29 June 2006 and []
2010)

We the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this memorandum of association.

Names and addresses and descriptions of subscribers

Jay Bowyers, Solicitor

Inveresk House

1 Aldwych

London WC2

Nigel Spray, Solicitor

Inveresk House

1 Aldwych

London WC2

J. Renton, Solicitor

Inveresk House

1 Aldwych

London WC2

Dated this 16th day of April 1985

Witness to the above Signatures:

S A Clark, Secretary

Inveresk House

1 Aldwych

London WC2