

**The Companies Acts 1985 to 2006**

**Company Limited by Guarantee and not Having a Share Capital**

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**Memorandum**

**and**

**Articles of Association**

**of**

**Amnesty International UK Section Charitable Trust**

**Incorporated 16 December 1995**

**As amended by Special Resolution  
passed on 31<sup>st</sup> March 2004, 10<sup>th</sup> October 2005,  
10<sup>th</sup> March 2008, 31<sup>st</sup> March 2016 and  
12 December 2019**

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not Having a Share Capital

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**Memorandum**

**of**

**Amnesty International UK Section Charitable Trust**

We the subscribers to this Memorandum, wish to be formed into a company in accordance with this Memorandum

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Signature, Name and Address of Subscriber

**Guarantee**

1.   Signature:               H.W Ross                               £1  
      Name:                   Hamish William Ross  
      Address:               2 Woodburn Place  
                              Canaan Lane  
                              Edinburgh EH10 4SQ  
      Date:                   28 November 1995

WITNESS to the above signature:

Signature:               Aileen R. Imrie  
Name:                    Aileen Rose Imrie  
Address:                66 Queen Street  
                              Edinburgh EH2 4NE  
Occupation:            Solicitor

2.   Signature:               K. Snowdon  
      Address:               61 Cromwell Street  
                              Sheffield S6 3RN  
      Date:                   2.12.95

WITNESS to the above signature:

Signature: Alan Maloney

Name: Alan Maloney

Address: 5 Aragon Road  
Morden  
Surrey SM4 4QF

Occupation: Trade Union Official

3. Signature: Nigel Wright £1

Name: N. Wright

Address: 2 Newton Street  
Beeston  
N99 1EX

Date: 3.12.95

WITNESS to the above signature:

Signature: A. Sinha

Name: A. Sinha

Address: 60 Lucas Street  
London SE8 4QH

**Occupation: Research Scientist**

**THE COMPANIES ACTS 1985 to 2006**  
**COMPANY LIMITED BY GUARANTEE AND,**  
**NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**AMNESTY INTERNATIONAL UK SECTION**  
**CHARITABLE TRUST**

Interpretation

In these Articles and the Memorandum of Association:-

"the Act" means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company.

"Address" includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means.

"the Articles" means the Articles of the Company.

"AIUK Section Trustee(s)" shall be any Trustee that is at the same time a Member of the board of Amnesty International United Kingdom Section.

"the Board of Trustees" shall be the equivalent of and shall fulfil the functions of the board of directors of the Company under the Act.

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"the Company" means AMNESTY INTERNATIONAL UK SECTION CHARITABLE TRUST

"Connected" in relation to a Trustee means any person falling within any of the following categories:

- (a) Any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or
- (b) The spouse or civil partner of any person in (a); or
- (c) Any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or
- (d) Any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1%

"Document" includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form.

“Electronic Form” and “Electronic Means” have the meanings respectively given to them in Section 1168 of the Companies Act 2006.

"executed" includes any mode of execution.

“Hard Copy” and “Hard Copy Form” have the meanings respectively given to them in the Companies Act 2006.

"Non-AIUK Section Trustee" shall be any Trustee who is not a member of the board of Amnesty International United Kingdom Section.

"office" means the registered office of the Company.

“Public Holiday” means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered.

"Secretary" means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary.

"the Trustees" shall be the equivalent of and shall fulfil the functions of the directors of the Company under the Act.

"the United Kingdom" means Great Britain and Northern Ireland.

“Writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company.

Throughout this Memorandum and 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 any statutory provision regarding the meaning of the word “charitable” or the words “charitable purposes” in force in any part of the United Kingdom.

## **1. Name**

The name of the company (hereinafter called “the Company”) is Amnesty International UK Section Charitable Trust.

## **2. Registered Office**

The registered office of the Company will be situated in England and Wales.

### **3. Objects**

To promote human rights (as set out in the Universal Declaration of Human Rights (“UDHR”) and subsequent United Nations conventions and declarations and in regional codes of human rights which incorporate the rights contained in the UDHR and those subsequent conventions and declarations) throughout the world by all or any of the following means:-

- (a) monitoring abuses of human rights
- (b) obtaining redress for the victims of human rights abuse;
- (c) relieving need among the victims of human rights abuse;
- (d) research into human rights issues;
- (e) educating the public about human rights
- (f) providing technical advice to government and others on human rights matters;
- (g) contributing to the sound administration of human rights law;
- (h) commenting on proposed human rights legislation;
- (i) raising awareness of human rights issues;
- (j) promoting public support for human rights;
- (k) promoting respect for human rights among individuals and corporations;
- (l) international advocacy of human rights; and
- (m) eliminating infringements of human rights.

### **4. Powers**

To further its objects the Company may:

- 4.1 engage in political activities provided that the Trustees are satisfied that the proposed activities will further the purposes of the Company to an extent justified by the resources committed and the activities are not the dominant means by which the Company carries out its objects.
- 4.2 provide and assist in the provision of money, materials or other help;
- 4.3 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 4.4 publish books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
- 4.5 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 4.6 provide or procure the provision of counselling and guidance;
- 4.7 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all

such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which a charitable company may properly undertake;

- 4.8 acquire any real or personal property and any rights or privileges and construct and maintain, alter and equip any buildings;
- 4.9 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Company must comply as appropriate with the Charities Act 2011);
- 4.10 subject to any consent required by law borrow or raise and secure the payment of money;
- 4.11 invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.12 delegate the management of investments to a financial expert provided that:
  - (a) the financial expert is:
    - (1) an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000; or
    - (2) a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001.
  - (b) the investment policy is set down in writing for the financial expert by the Trustees;
  - (c) every transaction is reported promptly to the Trustees;
  - (d) the performance of the investments is reviewed regularly by the Trustees;
  - (e) the Trustees are entitled to cancel the delegation arrangement at any time;
  - (f) the investment policy and the delegation arrangements are reviewed at least once a year;
  - (g) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt;
  - (h) the financial expert may not do anything outside the powers of the Trustees;
- 4.13 arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business

- in England and Wales) under the control of the Trustees or a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.14 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
  - 4.15 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
  - 4.16 subject to Article 4.17 raise funds by way of subscription, donation or otherwise;
  - 4.17 trade in the course of carrying out the objects of the Company and carry on any other trade which is not expected to give rise to taxable profits;
  - 4.18 incorporate subsidiary companies to carry on any trade;
  - 4.19 subject to Article 5 engage and pay employees and professional or other advisers and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
  - 4.20 establish and support or aid in the establishment and support of any other charitable organisations and subscribe, lend or guarantee money or property for charitable purposes;
  - 4.21 undertake and execute charitable trusts;
  - 4.22 amalgamate or co-operate with any Company having charitable objects wholly or in part similar to those of the Company;
  - 4.23 acquire or undertake all or any of the property, liabilities and engagements of charities with which the Company may co-operate or federate;
  - 4.24 pay out of the funds of the Company the costs of forming and registering the Company;
  - 4.25 insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Company;
  - 4.26 provide indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company.
  - 4.27 do all such other lawful things as shall further the Company's objects.



## **5. Limitation on private benefits**

The income and property of the Company from whatever source derived, shall be applied solely towards the promotion of its objects as set forth in these Articles of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise by way of profit to the members of the Company and no Trustee may 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:

- 5.1 of reasonable and proper remuneration to any person, officer or servant of the Company (not being a Trustee) for any services rendered to the Company;
- 5.2 of interest on money lent by any member of the Company or Trustee or any person Connected to the member or Trustee at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Trustees;
- 5.3 of any reasonable and proper rent for premises demised or let by any member of the Company or any Trustee or any person Connected to the member or Trustee;
- 5.4 of fees, remuneration or other benefits in money or money's worth to a company of which a Trustee or any person Connected to the Trustee may be a member holding not more than 1/100<sup>th</sup> part of the capital of the Company;
- 5.5 to any Trustee or any person Connected to the Trustee of reasonable and proper out-of-pocket expenses;
- 5.6 of reasonable and proper premiums in respect of Trustee indemnity insurance effected in accordance with Article 4.26;
- 5.7 of the usual professional charges for business done by any member of the Company or Trustee or any person Connected to the member or Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of theirs, when instructed by the Company to act in a professional capacity on its behalf; Provided that at no time shall a majority of the members of the Company or the Trustees benefit under this provision and that a member or Trustee shall withdraw from any meeting at which their appointment or remuneration or that of their partner or any Connected person is under discussion.

## **6. Limited liability**

- 6.1 The liability of the members is limited.
- 6.2 Every Member of the Company undertakes to contribute to the assets of the Company if it is wound up during the time that they are a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at

which they cease to be a member and of the costs, charges and expenses of winding-up the same, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £1.

## **7. Members**

The members of the Company shall be the persons who are the members for the time being of its Board of Trustees.

## **8. General meetings**

8.1 The Trustees may call a general meeting at any time. The general meeting shall be held at such times and places as the Trustee's shall appoint.

8.2 The Trustees may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting, any Trustee or any member of the Company may call a general meeting.

## **9. Notice of general meetings**

9.1.1 A general meeting called for the passing of a special resolution or a resolution appointing a person as a Trustee shall be called by at least twenty-one clear days' notice. All other general meetings shall be called by at least fourteen clear days' notice but may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five percent of the total voting rights at the meeting of all the members.

9.2 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

9.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of their right to appoint another person as proxy at a meeting of the Company.

9.4 The notice shall be given to all the members of the Company and to the auditors.

## **10. Proceedings at general meetings**

10.1 No business shall be transacted at any meeting unless a quorum is present when the meeting proceeds to business. Three persons entitled to vote upon the business to be transacted, each being a member or one third of the total membership, whichever is the greater, shall be a quorum.

10.2 If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Trustees may determine and if at the

adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

- 10.3 The chair, if any, of the Board of Trustees shall preside as chair of the meeting, but if the chair is not present within fifteen minutes after the time appointed for holding the meeting and willing to act the members present and entitled to vote shall choose one of their number to be chair.
- 10.4 The chair may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 10.5 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- 10.5.1 by the chair; or
- 10.5.2 by at least two members having the right to vote at the meeting.
- 10.6 Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 10.7 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 10.8 A poll shall be taken as the chair directs and they may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 10.9 In the case of an equality of votes, whether on a show of hands or on a poll. The chair shall be entitled to a casting vote in addition to any other vote they may have.
- 10.10 A poll demanded on the election of a chair or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chair directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting

for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

- 10.11 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 10.12 The proceedings at any meeting or on the taking of any poll shall not be invalidated by reason of any accidental informality or irregularity in the convening thereof or otherwise or any want of qualification in any of the persons present or voting thereat.
- 10.13 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which they were present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

## **11. Votes of members**

- 11.1 On a show of hands or on a poll every member present in person shall have one vote.
- 11.2 No member may vote on any matter in which they are personally interested, pecuniarily or otherwise, or debate on such a matter without in either case the permission of the majority of the members present at the meeting such permission to be given or withheld without discussion.
- 11.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.

## **12. Board of Trustees**

There shall be a Board of Trustees which shall comprise not less than three Trustees but there shall be no maximum.

## **13. Powers of Trustees**

- 13.1 Subject to the provisions of the Companies Acts, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Trustees who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Trustees by these Articles and a

meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

13.2 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers, namely:

13.2.1 to expend the funds of the Company in such manner as they shall consider the most beneficial for the achievement of the objects and to invest in the name of the Company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the charity;

13.2.2 to enter into contracts on behalf of the Company.

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

#### **14. Delegation of Trustees' powers**

14.1 The Trustees may delegate any of their powers or the implementation of any of their resolutions or day to day management of the affairs of the Company to any person or Committee in accordance with the conditions set out in these Articles.

14.2 The resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number).

14.3 The composition of any such committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify.

14.4 The deliberations of any such committee shall be reported regularly to the Trustees and any resolution passed or decision taken by any such committee shall be reported within such time as determined by the board of Trustees to the Trustees and for that purpose every committee shall appoint a secretary.

14.5 All delegations under this Article shall be revocable at any time.

14.6 The Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as it may from time to time think fit.

14.7 For the avoidance of doubt the Trustees may delegate financial matters to any committee provided always that no committee shall incur expenditure on behalf of the Company except in accordance with a budget which has been approved by the Trustees.

14.8 The meetings and proceedings of any committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Board of Trustees so far

as the same are applicable and are not superseded by any regulations made by the Board of Trustees.

- 14.9 In the case of delegation of the day to day management of the Company to the Senior Management Team of the Company the delegated power shall be to manage the Company by implementing the policy and strategy adopted and within a budget approved by the Trustees and if applicable to advise the Trustees in relation to such policy, strategy and budget. The Senior Management Team shall report regularly to the Trustees on the activities undertaken in management accounts sufficient to explain the financial position of the Company.

## **15. Appointment and retirement of Trustees**

- 15.1 The Trustees shall be appointed by the Board (or other governing body) for the time being of Amnesty International United Kingdom Section.

- 15.2 Subject to the provisions of Article 15.4:

15.2.1 every Non-AIUK Section Trustee shall be appointed for a term of three years and shall be eligible to be re-appointed but once having served for six years consecutively they shall not be reappointed until three years has elapsed.

15.2.2 every AIUK Section Trustee shall have no maximum term of office but shall automatically retire as a Trustee four months after the date that they cease to be a director of the board of Amnesty International United Kingdom Section.

- 15.3 No person may be appointed as a Trustee:

15.3.1 unless they have attained the age of 18 years; or

15.3.2 in circumstances such that had they already been a Trustee they would have been disqualified from acting under the provisions of Article 15.4; or

15.3.3 if they have previously retired as a director of Amnesty International United Kingdom Section (and not been immediately re-appointed or re-elected) or have ceased to be a director of Amnesty International United Kingdom Section for any other reason, and have not taken a break of three years.

- 15.4 The office of a Trustee shall be vacated if:

15.4.1 they cease to be a Trustee by virtue of any provision of the Act or becomes prohibited by law from being a Trustee; or

15.4.2 they are disqualified under the Charities Act 2011 from acting as a trustee of a charity; or

15.4.3 they become bankrupt or makes any arrangement or composition with their creditors generally; or

- 15.4.4 the Trustees reasonably believe a Trustee has become physically or mentally incapable of managing their own affairs and they resolve that they be removed from office; or
- 15.4.5 they resign their office by written notice to the Company delivered to the Chair of the Board of Trustees (but only if at least three Trustees will remain in office when the notice of resignation is to take effect); or
- 15.4.6 they cease to be a member of the Company.

## **16. Proceedings of Trustees**

- 16.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. Two Trustees may, and the Secretary at the request of two Trustees shall, call a meeting of the Trustees. Notice of every meeting of the Board of Trustees stating the general particulars of all business to be considered at such meeting shall be sent to each Trustee at least seven days before such meeting unless urgent circumstances require shorter notice, or all of the Trustees agree to shorter notice, but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not comprised in such general particulars. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chair shall have a second or casting vote.
- 16.2 Subject to the Articles, Trustees participate in a meeting of the Board of Trustees, or part of a meeting of the Board of Trustees, when:
  - 16.2.1 the meeting has been called and takes place in accordance with the Articles; and
  - 16.2.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 16.3 In determining whether Trustees are participating in a meeting of the Board of Trustees, it is irrelevant where any Trustee is or how they communicate with each other.
- 16.4 If all the Trustees participating in a meeting of the Board of Trustees are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 16.5 The quorum for the transaction of the business of the Board of Trustees shall be three Trustees or one third of their number whichever is the greater.
- 16.6 The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number.
- 16.7 The Trustees may appoint one of their number to be the chair of the Board of Trustees and may at any time remove them from that office. Unless they are unwilling to do so,

the Trustee so appointed shall preside at every meeting of Trustees at which they are present. But if there is no Trustee holding that office, or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting the Trustees present may appoint one of their number to be chair of the meeting.

- 16.8 All acts done by a meeting of Trustees, or of a committee of Trustees, or by a person acting as a Trustee shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Trustee or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote.

## **17. Majority decision without a meeting**

- 17.1 The Trustees may, in the circumstances outlined in this Article, make a majority decision without holding a Trustees' meeting.

- 17.2 If:

17.2.1 a Trustee has become aware of a matter on which the Trustees need to take a decision;

17.2.2 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision;

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

17.2.4 a majority of the Trustees vote in favour of a particular decision on that matter;

a decision of the Trustees may be taken by majority and shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held.

- 17.3 Trustees participating in the taking of a majority decision otherwise than at a Trustees' meeting in accordance with this Article:

17.3.1 may be in different places, and may participate at different times; and

17.3.2 may communicate with each other by any means.

- 17.4 The Chair, or such other Trustee as shall be appointed by the Trustees shall be the chair of the process of decision-making in accordance with this Article. The process shall include:

17.4.1 circulation of the proposed decision with an indication of the time period for discussion and the date by which Trustees are asked to cast their votes;



- 17.4.2 the nomination of a person to whom all Trustee's votes must be communicated;
  - 17.4.3 if a majority of the Trustees vote in favour of the decision, the nominated person shall communicate the decision to all the Trustees and the date of the decision shall be the date of the communication from the nominated person confirming formal approval; and
  - 17.4.4 the nominated person must prepare a minute of the decision in accordance with Article 21.
- 17.5 In the case of an equality of votes in any decision-making process in accordance with this Article, the chair shall be entitled to a casting vote in addition to any other vote they may have. But this does not apply if, in accordance with the Articles, the chair or specified Trustee is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes.
- 17.6 The Trustees shall have power to resolve pursuant to Article 4.26 to effect Trustees Indemnity Insurance notwithstanding their interest in such policy.

## **18. Conflicts of Interest**

- 18.1 Whenever a Trustee has a personal interest in a matter that needs to be discussed at a meeting or whenever a Trustee has an interest in another organisation and in particular Amnesty International United Kingdom Section whose interests are reasonably likely to conflict with those of the Company in relation to a matter to be discussed at a meeting he or she must:-
- 18.1.1 declare an interest before discussion begins on the matter;
  - 18.1.2 withdraw from the part of the meeting unless expressly invited to remain;
  - 18.1.3 in the case of personal interest and matters involving Amnesty International United Kingdom Section not be counted in the quorum for that part of the meeting;
  - 18.1.4 in the case of personal interest and matters involving Amnesty International United Kingdom Section withdraw during the vote and have no vote on the matter.

## **19. Secretary**

Subject to the provisions of the Act and to Article 5 the Secretary shall be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

## **20. Regulations**

The Board of Trustees shall have power from time to time to make repeal or alter regulations as to the management of the Company and the affairs thereof as to the duties of any officers or servants of the Company and as to the conduct of business by the Board of Trustees or any committee and as to any of the matters or things within the powers or under the control of the Board of Trustees provided that the same shall not be inconsistent with these Articles.

## **21. Minutes**

21.1 The Trustees shall cause minutes to be made in books kept for the purpose:

21.1.1 of all appointments of officers made by the Trustees;

21.1.2 of all resolutions of the Company and of the Trustees; and

21.1.3 of all proceedings at meetings of the Company and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

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

## **22. Accounts**

22.1 The Company may in a general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Company may be inspected by the members but subject thereto the statutory books and accounting records shall be open to inspection by the members during usual business hours.

## **23. Notices**

### ***Methods of communication***

23.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:

23.1.1 in Hard Copy Form;

23.1.2 in Electronic Form; or

23.1.3 by making it available on a website.

- 23.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.
- 23.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

***Deemed delivery***

- 23.4 A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 23.5 Where any Document or information is sent or supplied by the Company to the members:
- 23.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
  - 23.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
  - 23.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
    - (a) when the material was first made available on the website; or
    - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 23.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Company that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

***Failed delivery***

- 23.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:
- 23.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Company, the Company is under no obligation to send

a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so;

23.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and

23.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

### ***Exceptions***

23.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.

23.9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current Address.

## **24. Communications to the Company**

The provisions of the Companies Acts shall apply to communications to the Company.

## **25. Indemnity**

Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which they are acquitted or in connection with an application in which relief is granted to them by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by them in the execution and discharge of their duties or in relation thereto.

## **26. Winding-up**

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 institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 5 hereof, such institution or institutions to be determined by the members within three months of the members

resolution passed initiating the winding-up failing which and if and so far as effect cannot be given to such provision, then to such other charitable object as the Trustees shall resolve upon.