

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06539769

The Registrar of Companies for England and Wales hereby certifies that
HOPEFUL FUTURES FOUNDATION

is this day incorporated under the Companies Act 1985 as a
private company and that the company is limited.

Given at Companies House on 19th March 2008



N06539769W



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated in non-legible form and authenticated by the
Registrar of Companies under section 710A of the Companies Act 1985



Companies House

— for the record —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

6539769

Company name

HOPEFUL FUTURES FOUNDATION

I,

ANIKE LAWAL

of

**25 HIGHBARROW ROAD
CROYDON
UNITED KINGDOM
CRO 6LA**

a

person named as a director of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the
Companies Act 1985 in respect of the registration of
the above company and of matters precedent and
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution



Companies House
— for the record —

10(ef)

**First directors and secretary and
intended situation
of registered office**

Received for filing in Electronic Format on the: **18/03/2008**



XOFP2Y4T

*Company Name
in full:* **HOPEFUL FUTURES FOUNDATION**

*Proposed Registered
Office:* **2ND FLOOR
145-157 ST JOHN STREET
LONDON
UNITED KINGDOM
EC1V 4PY**

memorandum delivered by an agent for the subscriber(s): **No**

Company Secretary

Name **KIKI MUGANDA**

Address: **1 MOUNTVIEW,
128 LEIGHAM COURT ROAD
LONDON
UNITED KINGDOM
SW16 2NR**

Consented to Act: **Y** *Date authorised* **19/03/2008** *Authenticated:* **YES**

Director 1:

Name **MR DION BAILEY**

Address: **7 SAINT LEONARDS ROAD
CROYDON
SURREY
UNITED KINGDOM
CRO 4BN**

Nationality: **BRITISH**

Business occupation: **IT MANGER**

Date of birth: **09/05/1979**

Consented to Act: **Y** *Date Authorised:* **19/03/2008** *Authenticated:* **YES**

Director 2:

Name **MS ANIKE MIRIAM LAWAL**

Address: **25 HIGHBARROW ROAD
CROYDON
UNITED KINGDOM
CRO 6LA**

Nationality: **BRITISH**

Business occupation: **CONSULTANT HR**

Date of birth: **18/04/1973**

Consented to Act: **Y** *Date Authorised:* **19/03/2008** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **subscriber**

Date Authorised: **18/03/2008**

Authenticated: **Yes**

MEMORANDUM OF ASSOCIATION OF HOPEFUL FUTURES FOUNDATION

1. Hopeful Futures Foundation (the Company)

2. Registered Office of the Company will be situated in England

3. Objects

3.1 The Company is established to further the education of young persons not over the age of 35 at commencement of furthering their education attending or maintained schools in the country of Tanzania

3.2 The Trustee shall apply the net income of the Trust Fund in one or more of the following ways:

3.2.1 In awarding scholarships, exhibitions, bursaries or maintenance allowances tenable at any school, university or other educational establishment approved by the Trustee to persons under 35 years of age who, or whose parents or guardians, are resident in or who are attending or who have not less than years attending a maintained school or a educational establishment in that area and who are need of financial assistance;

3.2.2 in providing financial assistance, outfits, clothing, tools, instruments or books to such persons on leaving school, university or other educational establishment to prepare them for or assist their entry into a trade profession or service.

3.2.3 In awarding to such persons grants, maintenance allowances to enable them to travel whether in in abroad in furtherance of their education;

3.2.4 In otherwise furthering the education of such persons

Support for Maintained Schools

3.2.5 To apply, such yearly sum as the Trustee think fit from time to time or not more than one third of the net annual income of the Trust Fund in providing such special benefits of any kind not normally provided by the Education Authority for the maintained schools in the district of Tanzania as shall be agreed between the Trustee and the Governors of the schools after consultation with the Education Authority.

Youth and Young Adults Training through Leisure

3.2.6 To educate and assist the young persons and /or young adults through their leisure time activities so as to develop their physical, mental and spiritual capacities that they may grow to full majority as individuals, and/or become useful members of the society and that their conditions of life may be improved and in the furtherance of that object to provide in or near the village and or town of and/or and/or within the district of a centre for meetings, lectures, classes and other forms of leisure time occupation for the benefit of the young persons and/or young adults.

Overseas Development

3.2.7 To promote for the public benefit research into methods of reclaiming arid and/or desolate and/or desert or otherwise unused land for use for agricultural, industrial or commercial purposes and to publish research of all such research.

Support to Building of Education Establishment

3.2.8 To apply from the Trust Fund as the Trustee think fit, from time to time or no more than half of the net annual income of the Trust Fund in providing monies or money in kind to instruct a school, education establishment or extension to a maintained school, education establishment in the district of of as shall be agreed after consultation with Education Department of .

Further Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

4.1 To promote the sustainable education of the public in the particular area;

4.2 To promote or conduct educational activities that improve skills;

4.3 To provide for the protection of participants, officials and members of the public at events; promoting research, disseminating the results of research and providing information in any matters of public interest which may include agriculture and safety, a specific form of technology, and may include the protection and preservation of human life and public health, transport and public mobility and the protection of the environment.

4.4 To promote or conduct research or carry out research.

4.5 To provide advice.

4.6 To publish or distribute information.

4.7 To co-operate with other bodies.

4.8 To support, administer or set up other charities where viable.

4.9 To raise funds (but not by means of taxable trading).

4.10 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993).

4.11 To acquire or hire property of any kind.

4.12 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993).

4.13 To make grants or loans of money and to give guarantees.

4.14 To set aside funds for special purposes or as reserves against future expenditure.

4.15 To deposit or invest funds not immediately required for its purposes in or upon such investments, securities or property as the Trustee may think fit in any manner (but to invest only after obtaining advice from a financial expert and subject nevertheless to such conditions and consents (if any) as may from time to time be imposed or required by law.

4.16 To delegate the management of investments to a financial expert, but only on terms that:

4.16.1 the investment policy is set down in writing for the financial expert by the Trustees;

4.16.2 every transaction is reported promptly to the Trustees;

4.16.3 the performance of the investments is reviewed regularly with the Trustees;

4.16.4 the Trustees are entitled to cancel the delegation arrangement at any time;

4.16.5 the investment policy and the delegation arrangement are reviewed at least once a year;

4.16.6 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;

4.16.7 the financial expert must not do anything outside the powers of the Trustees.

4.17 To arrange for investments or other property of the Charity 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 Trustee or of a financial expert acting under their instructions and to pay any reasonable fee required.

4.18 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity as and when required.

4.19 To insure the Trustee members against the costs of a successful Defence to a criminal prosecution brought against them as charity Trustee 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.

4.20 Subject to clause 5, to employ paid or unpaid agents, staff or advisers.

4.21 To enter into any arrangement and co-operate with any governments or authorities (supreme, federal, municipal, local or otherwise) or any corporations, companies or persons that may seem conducive to the Charity's objects or any of them, and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Charity may think desirable for the achievement of its objects and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

4.22 To arrange, form or concur in arranging for the incorporation or acquisition (in any part of the world) of any limited or other company or companies and power to transfer pay or lend the whole or any part of the property of the Charity to any company or corporation (which is wholly beneficially owned and controlled by the Charity) in consideration of cash or shares stock or securities of the company or corporation or for such other consideration whatsoever as the Charity shall think fit and to establish subsidiary companies to assist or act as agents for the Charity.

4.23 To give financial support, either by means of payments under covenant or other agreement, or in such other manner as may be deemed expedient, to any charitable organisation or organisations whether corporate or unincorporate wheresoever situate (notwithstanding that it may be a member of the Charity) concerned with the furtherance of all or any of the objects of the Charity.

4.24 To pay the costs of forming the Charity.

4.25 To procure the Charity to be registered or recognised in any part of the world.

4.26 To do anything else within the law which promotes or helps to promote the Objects.

4.27 To provide advice and information to the public, educational establishments, government departments, local government and other public, voluntary and charitable bodies on environmental, economic, safety and mobility issues arising from the promotion of education and skills within the particular locale where viable.

4.28 To award funds and prizes to further research in the context of education when viable.

5. BENEFITS TO MEMBERS AND TRUSTEES

5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Trustees of the Charity but:

5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity.

5.2 A Trustee member must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:

5.2.1 as mentioned in clauses 4.19, 5.1.2, 5.1.3 or 5.3;
5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
5.2.4 payment to any company in which a Trustee member has no more than a 1 per cent shareholding;
5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).

5.3 Any Trustee member (or any firm or company of which a Trustee member is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if:

5.3.1 the goods or services are actually required by the Charity;
5.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 5.4;
5.3.3 no more than one half of the Trustee are subject to such a contract in any financial year.

5.4 Whenever a Trustee member has a personal interest in a matter to be discussed at a meeting of the Trustee or a committee the Trustee member concerned must:

5.4.1 declare an interest at or before discussion begins on the matter;
5.4.2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
5.4.3 not be counted in the quorum for that part of the meeting;
5.4.4 withdraw during the vote and have no vote on the matter.

5.5 This clause may not be amended without the prior written consent of the Commission.

6. LIMITED LIABILITY

The liability of the members is limited.

7. GUARANTEE

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member.

8. DISSOLUTION

8.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

8.1.2 directly for the Objects or charitable purposes within or similar to the Objects;

8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.

8.2 A final report and statement of account must be sent to the Commission.

9. INTERPRETATION

9.1 Words and expressions defined in the Articles have the same meanings in this Memorandum.

9.2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

MEMORANDUM & ARTICLES OF ASSOCIATION FOR A CHARITABLE COMPANY OF HOPEFUL FUTURES FOUNDATION

We wish to be formed into a company under this Memorandum of Association.

NAMES & ADDRESSES OF SUBSCRIBERS SIGNATURES OF SUBSCRIBERS

[INSERT NAMES OF SUBSCRIBERS]

[SIGNATURES]

Sharon Delliston

223 carshalton road, Carshalton, surrey sm5 3pz

Date **day of** **20[]**

Witness to the above signatures

[NAME OF WITNESS]

MEMORANDUM & ARTICLES OF ASSOCIATION FOR A CHARITABLE COMPANY

COMPANIES ACTS 1985 AND 1989 COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL ARTICLES OF ASSOCIATION OF HANDS ACROSS THE WORLD

1. MEMBERSHIP

1.1 The number of members with which the company proposes to be registered is unlimited.

1.2 The Charity must maintain a register of members.

1.3 Membership of the Charity is open to individuals and organisations (and in particular such organisations that are recreation clubs, education associations, touring clubs and national federations for education skill training) interested in promoting the Objects which:

1.3.1 apply to the Charity in the form required by the Trustee members;

1.3.2 is approved by the Trustee and by a vote of members at the Annual General Meeting and;

1.3.3 sign the Register of members or consents in writing to become a member through an authorised representative.

1.4 The Trustee may propose different classes of membership and prescribe their respective privileges and duties and propose the amounts of any subscriptions for approval by resolution at a general meeting.

1.5 Membership is terminated if the member concerned:

1.5.1 gives written notice of resignation to the Charity;

1.5.2 dies or (in the case of an organisation) ceases to exist;

1.5.3 is six months in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due); or

1.5.4 is removed from membership by resolution of the Trustee and resolution at a general meeting on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations, which the member concerned puts forward within 14 clear days after receiving notice).

1.6 Membership of the Charity is not transferable.

2. GENERAL MEETINGS

2.1 Members are entitled to attend general meetings by an authorised representative. General meetings are called on at least clear 21 days notice specifying the business to be discussed.

2.2 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least one half of the total number of members.

2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.

2.4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast and except for the Chairman of the meeting, who has a second or casting vote, every member present has one vote on each issue.

2.5 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:-

2.5.1 by the Chairman; or

2.5.2 by at least two members having the right to vote at the meeting; or

2.5.3 by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; and a demand by a person as proxy for a member shall be the same as a demand by the member.

2.6 Unless a poll is duly demanded a declaration by the Chairman 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, which minutes shall be approved by the members at the following general 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.

2.7 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman 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.

2.8 A poll shall be taken as the Chairman directs and he 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.

2.9 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman shall have a casting vote.

2.10 A poll demanded on the election of a Chairman 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 Chairman 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.

2.11 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.

2.12 On a show of hands every member present shall have one vote. On a poll every member present or by proxy shall have one vote.

2.13 A proxy need not be a member of the Charity.

2.14 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 Chairman whose decision shall be final and conclusive.

2.15 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustee members may approve):-

Hands Across the World Appointing a Proxy Form

I/We _____, of _____, being a member/members of the above-named Charity, hereby appoint _____ of _____, or failing him, _____, of _____, as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of **Hands Across the World** to be held on 20[] , and at any adjournment thereof.

Signed on _____ 20[]

2.16 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustee members may approve):-

Hands Across the World
Appointing and Instructing a Proxy Form

I/We _____ of **Hands Across the World** being a member/members of the above-named Charity, hereby appoint _____ of _____, or failing him, _____ of _____, as my/our proxy to vote in my/our name (s) and on my/our behalf at the annual/extraordinary general meeting of **Hands Across the World** to be held on _____ 20[] , and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1 *for *against

Resolution No. 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed _____

this _____ day of _____ 20[]

2.17 Members may be appointed a proxy for a single member only.

2.18 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustee member may:-

2.18.1 in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Foundation in relation to the meeting not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

2.18.2 in the case of a poll taken more than 24 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 2 hours before the time appointed for the taking of the poll; or

2.18.3 where the poll is not taken forthwith but is taken not more than 24 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the secretary or to any Trustee;

and an appointment of a proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

2.19 A vote given or poll demanded by proxy or by the duly authorised representative of a member shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Charity at the office or at such other place at which the instrument of proxy was duly deposited or where the appointment of a

proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement 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 appointed for taking the poll.

2.20 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).

2.21 The Charity must hold an AGM in every year, which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation.

2.22 At an AGM the members:

2.22.1 receive the accounts of the Charity for the previous financial year;

2.22.2 receive the Trustees' report on the Charity's activities since the previous AGM;

2.22.3 accept the retirement of those Trustee member who wish to retire or who are retiring by rotation;

2.22.4 elect persons to be Trustee member to fill the vacancies arising;

2.22.5 approve new membership applications.

2.22.6 appoint auditors for the Charity;

2.22.7 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and

2.22.8 discuss and determine any issues of policy or deal with any other business put before them; and

2.22.9 appoint a Chairman, Treasurer and other honorary officers as proposed by the Trustee members from among the Trustee members.

2.23 Any general meeting, which is not an AGM is an EGM.

2.24 An EGM may be called at any time by the Trustee members and must be called within 28 days on a written request from at least one fifth of the members.

3. THE TRUSTEE/TRUSTEES

3.1 The Trustees as the charity's Trustee members have control of the Charity and its property and funds.

3.2 The Trustee members when complete consist of at least three and not more than fifteen individuals.

3.3 The subscribers to the Memorandum are the first Trustee members of the Charity.

3.4 Every Trustee member/Trustee must sign a declaration of willingness to act as a charity Trustee member of the Charity before he or she is eligible to vote at any meeting of the Trustee members.

3.5 With the exception of the Chairman one third (or the number nearest one third) of the Council of Management must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.

3.6 A Trustee's term of office automatically terminates if he or she:

3.6.1 is disqualified under the Charities Act 1993 from acting as a charity Trustee member;

3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs;

3.6.3 is absent from three consecutive meetings of the Trustee members;

3.6.4 ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustee members on resuming membership of the Charity before the next AGM);

3.6.5 resigns by written notice to the Trustee (but only if at least two Trustee will remain in office);

3.6.6 is removed by resolution passed by at least an absolute majority of the members present and voting at a general meeting after the meeting has invited the views of the Trustee member concerned and considered the matter in the light of any such views.

3.7 The Trustee member may at any time co-opt any person duly qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.

3.8 A technical defect in the appointment of a Trustee of which the Trustee are unaware at the time does not invalidate decisions taken at a meeting.

3.9 The term of office of the Chairman shall be three years.

4. PROCEEDINGS OF /TRUSTEES

4.1 The Trustee must hold at least two meetings each year.

4.2 A quorum at a meeting of the Trustee shall be 3 Trustee or the total number of Trustee (whichever is lower).

4.3 A meeting of the Trustee may be held either in person or by suitable electronic means agreed by the Trustee in which all participants may communicate with all the other participants.

4.4 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustee present presides at each meeting.

4.5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the Trustee is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).

4.6 Except for the Chairman of the meeting, who has a second or casting vote, every

Trustee has one vote on each issue.

4.7 A procedural defect of which the Trustee are unaware at the time does not invalidate decisions taken at a meeting.

5. POWERS OF TRUSTEES

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

5.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act;

5.2 to nominate a Chairman, Treasurer and other honorary officers from among their number, which nominations shall be put to the members at a general meeting;

5.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);

5.4 to make Standing Orders consistent with the Memorandum, these Articles and the Act) to govern proceedings at general meetings;

5.5 to make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees;

5.6 to make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any);

5.7 to establish procedures to assist the resolution of disputes within the Charity;

5.8 to exercise any powers of the Charity, which are not reserved to a general meeting.

6. RECORDS & ACCOUNTS

6.1 The Trustee must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

6.1.1 annual reports;

6.1.2 annual returns;

6.1.3 annual statements of account.

6.2 The Trustee must keep proper records of:

6.2.1 all proceedings at general meetings;

6.2.2 all proceedings at meetings of the Trustees;

6.2.3 all reports of committees; and

6.2.4 all professional advice obtained.

6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustee if the Trustee so decide.

6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

7. NOTICES

7.1 Notices under these Articles shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving notice and if given in writing may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper or any newsletter distributed by the Charity.

7.2 The only address at which a member is entitled to receive written notices is the address shown in the register of members.

7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

7.3.1 in the case of a written notice 24 hours after being delivered by hand to the relevant address;

7.3.2 in the case of an electronic communication 48 hours after the time it was sent;

7.3.3 two clear days after being sent by first class post to that address;

7.3.4 three clear days after being sent by second class or overseas post to that address;

7.3.5 on the date of publication of a newspaper containing the notice;

7.3.6 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier;

7.3.7 as soon as the member acknowledges actual receipt.

7.4 A technical defect in the giving of notice of which the Trustee are unaware at the time does not invalidate decisions taken at a meeting.

8. DISSOLUTION

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

9. INTERPRETATION

In the Memorandum in and in these Articles:

9.1

"The Act" means the Companies Act 1985;

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

"these Articles" means these articles of association;

"authorised representative" means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary;

"Chairman" means the chairman of the Trustee and a general meeting;

"the Charity" means the company governed by these Articles;

" Trustee members and or trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993;

"clear day" means 24 hours from midnight following the relevant event;

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

"EGM" means an extraordinary general meeting of the Charity;

"electronic communication" means the same as in the Electronic Communications Act 2000 and **"address"** in relation to electronic communications includes any number or address used for the purposes of such communication;

"financial expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986;

"material benefit" means a benefit which may not be financial but has a monetary value;

"member" and **"membership"** refer to membership of the Charity;

"Memorandum" means the Charity's Memorandum of Association;

"month" means calendar month;

"the Objects" means the Objects of the Charity as defined in clause 0 of the Memorandum;

"Secretary" means the Secretary of the Charity;

"taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects;

" Trustee member " means a director of the Charity and **" Trustee members/Trustees"** means all of the directors;

"written" or **"in writing"** refers to a legible document on paper including a fax message;

"year" means calendar year.

9.2 Expressions defined in the Act have the same meaning.

9.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

**MEMORANDUM & ARTICLES OF
ASSOCIATION FOR A CHARITABLE COMPANY**

NAMES & ADDRESSES OF SUBSCRIBERS SIGNATURES OF SUBSCRIBERS
[INSERT NAME OF SUBSCRIBERS (ADDRESS NOT NEC)]

Date _____

Witness to the above signatures

[WITNESS NAME] _____

Company No: [NUMBER]

Charity No: [NUMBER]

THE COMPANIES ACT 1985 AND 1989

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF HANDS ACROSS THE WORLD

Incorporated on [DATE]