

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**  
**of**  
**Breadline Africa**

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### Index to Articles of Association

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INTERPRETATION.....	1
<b>1. Defined terms</b> .....	1
OBJECTS AND POWERS.....	1
<b>2. Objects</b> .....	1
<b>3. Powers</b> .....	1
LIMITATION ON PRIVATE BENEFITS.....	2
<b>4. Limitation on private benefits</b> .....	2
LIMITATION OF LIABILITY AND INDEMNITY .....	3
<b>5. Liability of members</b> .....	3
<b>6. Members' contribution</b> .....	3
<b>7. Winding up</b> .....	3
TRUSTEES.....	4
<i>TRUSTEES' POWERS AND RESPONSIBILITIES</i> .....	4
<b>8. Trustees' general authority</b> .....	4
<b>9. Chair and other office-holders</b> .....	4
<b>10. Trustees may delegate</b> .....	4
<b>11. Committees</b> .....	5
<b>12. Delegation of day to day management powers</b> .....	5
<b>13. Delegation of investment management</b> .....	6
<b>14. Rules</b> .....	6
<i>TRUSTEES' MEETINGS</i> .....	7
<b>15. Annual Review Meeting</b> .....	7
<i>DECISION-MAKING BY TRUSTEES</i> .....	7
<b>16. Trustees to take decisions collectively</b> .....	7
<b>17. Calling a Trustees' meeting</b> .....	7
<b>18. Participation in Trustees' meetings</b> .....	7
<b>19. Quorum for Trustees' meetings</b> .....	8
<b>20. Chairing of Trustees' meetings</b> .....	8
<b>21. Casting vote</b> .....	8
<b>22. Decisions without a meeting</b> .....	8
<b>23. Conflicts of interest</b> .....	9
<b>24. Trustees' power to authorise a conflict of interest</b> .....	10
<b>25. Register of Trustees' interests</b> .....	10
<b>26. Validity of Trustee actions</b> .....	10
<i>APPOINTMENT AND RETIREMENT OF TRUSTEES</i> .....	10
<b>27. Number, Appointment, Retirement and Disqualification of Trustees</b> .....	11
PATRONS .....	11
<b>28. Patrons</b> .....	11
MEMBERS .....	11

<i>BECOMING AND CEASING TO BE A MEMBER</i> .....	11
<b>29. Becoming a member</b> .....	11
<b>30. Termination of membership</b> .....	11
<b>31. Associate members</b> .....	11
<i>DECISION-MAKING BY MEMBERS</i> .....	11
<b>32. General (Members’ meetings)</b> .....	11
<b>33. Written resolutions</b> .....	12
ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS .....	13
<b>34. Communications</b> .....	13
<b>35. Secretary</b> .....	14
<b>36. Irregularities</b> .....	14
<b>37. Minutes</b> .....	14
<b>38. Records and accounts</b> .....	15
<b>39. Exclusion of model articles</b> .....	15
<b>40. Indemnity</b> .....	15
<b>41. Amendments to the articles</b> .....	15
SCHEDULE.....	16
<b>Defined terms</b> .....	16

# **The Companies Acts 1985 to 2006**

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#### **INTERPRETATION**

##### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

#### **OBJECTS AND POWERS**

##### **2. Objects**

The charity's objects are to promote in Africa any purpose which is considered charitable according to the laws of England and Wales and in particular but not exclusively the relief of poverty.

##### **3. Powers**

In furtherance of the Objects but not otherwise the Charity may exercise the following powers:

- (a) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts in the name of the Charity;
- (b) to raise funds and to invite and receive contributions: provided that in raising funds the Charity shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations;
- (c) to acquire, alter, improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property;
- (d) subject to clause 5 below to employ such staff, who shall not be directors of the Charity (hereinafter referred to as "the trustees"), as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
- (e) to establish or support any charitable trusts, associations or institutions formed for all or any of the Objects;

- (f) to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the Objects or similar charitable purposes and to exchange information and advice with them;
- (g) to pay out of the funds of the Charity the costs, charges and expenses of and incidental to the formation and registration of the Charity;
- (h) to invest the funds of the Charity not required for immediate working purposes in such manner as may be thought fit as if absolutely and beneficially entitled thereto;
- (i) to provide indemnity insurance to cover the liability of the trustees (or any of them) 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 Charity: PROVIDED THAT any such insurance shall not extend to any claim arising from any act or omission which the trustees (or any of them claiming indemnity) knew to be a breach of trust or breach of duty or which was committed by the trustees (or any of them claiming indemnity) in reckless disregard of whether it was a breach of trust or breach of duty or not AND PROVIDED ALSO that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the trustees in their capacity as trustees of the Charity;
- (j) to do all such other lawful things as are necessary for the achievement of the Objects.

#### **LIMITATION ON PRIVATE BENEFITS**

#### **4. Limitation on private benefits**

The income and property of the Charity shall be applied solely towards the promotion of the Objects and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to members of the Charity, and no trustee shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity: Provided that nothing in this document shall prevent any payment in good faith by the Charity:

- (a) of the usual professional charges for business done by any trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf: Provided that at no time shall a majority of the trustees benefit under this provision and that a trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of his or her partner, is under discussion;
- (b) of reasonable and proper remuneration for any services rendered to the Charity by any member, officer or servant of the Charity who is not a trustee;

- (c) of interest on money lent by any member of the Charity or trustee at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the trustees;
- (d) of fees, remuneration or other benefit in money or money's worth to any company of which a trustee may also be a member holding not more than 1/100<sup>th</sup> part of the issued capital of that company;
- (e) of reasonable and proper rent for premises demised or let by any member of the Charity or a trustee;
- (f) to any trustee of reasonable out-of-pocket expenses;
- (g) of reasonable and proper premiums in respect of indemnity insurance to cover the liability of the trustees 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 Charity provided that no such insurance shall extend to any claim arising from any act or omission which the Trustees knew to be a breach of trust or breach of duty or which was committed by the Trustees in reckless disregard or whether it was a breach of trust or breach of duty or not or to the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Charity.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of members**

The liability of the members is limited.

### **6. Members' contribution**

Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she 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.

### **7. Winding up**

If the Charity is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charity or charities having objects similar to the Objects which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Charity by Clause 5 above, chosen by the members of the Charity at or before the time of dissolution and if that cannot be done then to some other charitable object.

## TRUSTEES

### *TRUSTEES' POWERS AND RESPONSIBILITIES*

#### **8. Trustees' general authority**

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

#### **9. Chair and other office-holders**

9.1 The Trustees shall appoint one of their number to be the Chair of the Trustees and may at any time remove him or her from that office. The Chair shall step down as Chair at the third Annual Review Meeting following the commencement of his or her appointment as Chair but may be reappointed.

9.2 The Trustees may appoint any other of their number as office-holders (such as a Vice-Chair or a Treasurer) to carry out such roles and for such term of office as they determine and may at any time remove any of them from that office.

9.3 No Trustee shall occupy any two offices at the same time (including the Chair).

#### **10. Trustees may delegate**

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

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

10.3 Any delegation by the Trustees may be:

10.3.1 by such means;

10.3.2 to such an extent;

10.3.3 in relation to such matters or territories; and

10.3.4 on such terms and conditions;

as they think fit.

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

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

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

## **11. Committees**

### *General*

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

### *Other Special Committees*

- 11.3 The Trustees shall establish the following Committees to assist the Trustees in discharging their functions:
- 11.3.1 a Finance Committee; and
  - 11.3.2 a Marketing Committee.

## **12. Delegation of day to day management powers**

- 12.1 In the case of delegation of the day to day management of all or some of the Charity's operations to a chief executive or other manager or managers :
- 12.1.1 the delegated power to a chief executive shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
  - 12.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and



12.1.3 the chief executive and any manager must report regularly to the Trustees on the activities undertaken and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity in relation to those activities.

### **13. Delegation of investment management**

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

- 13.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
- 13.2 every transaction is reported promptly to the Trustees;
- 13.3 the performance of the investments is reviewed regularly with the Trustees;
- 13.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 13.5 the investment policy and the delegation arrangements are reviewed regularly;
- 13.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 13.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

### **14. Rules**

- 14.1 The Trustees may from time to time make, repeal or alter such rules as they think fit as to the management of the Charity and its affairs. The rules shall be binding on the Charity. No rule shall be inconsistent with the Companies Acts, the Articles or any rule of law.
- 14.2 The rules may regulate the following matters but are not restricted to them:
  - 14.2.1 the duties of any officers or employees of the Charity;
  - 14.2.2 the conduct of the Trustees in relation to one another, and to the Charity's employees and volunteers;
  - 14.2.3 the conduct of business of the Trustees or any committee (including, without limitation, the appointment, retirement and disqualification of Trustees, how the Trustees make decisions and how such rules are to be recorded or communicated to Trustees);
  - 14.2.4 any of the matters or things within the powers or under the control of the Trustees; and
  - 14.2.5 generally, all such matters as are commonly the subject matter of company rules.

## ***TRUSTEES' MEETINGS***

### **15. Annual Review Meeting**

- 15.1 The Trustees shall hold an Annual Review Meeting each year for the purpose of adopting the accounts of the Charity and reviewing the Charity's activities over the previous year.
- 15.2 No more than 15 months shall pass between one Annual Review Meeting and the next.
- 15.3 The venue for the Annual Review Meeting shall be decided year to year by the Trustees provided that it shall be held every third year at a location to be agreed between the Trustees in South Africa.

## ***DECISION-MAKING BY TRUSTEES***

### **16. Trustees to take decisions collectively**

Any decision of the Trustees must be either a majority decision at a meeting with at least 75% of those Trustees participating in the meeting in accordance with Article 18 voting in favour, or a decision taken in accordance with Article 22.

### **17. Calling a Trustees' meeting**

- 17.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 17.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
  - 17.2.1 all the Trustees agree; or
  - 17.2.2 urgent circumstances require shorter notice.
- 17.3 Notice of Trustees' meetings must be given to each Trustee.
- 17.4 Every notice calling a Trustees' meeting must specify:
  - 17.4.1 the place, day and time of the meeting;
  - 17.4.2 the general nature of the business to be considered at such meeting; and
  - 17.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 17.5 Notice of Trustees' meetings need not be in Writing. Notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

### **18. Participation in Trustees' meetings**

- 18.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 18.1.1 the meeting has been called and takes place in accordance with the Articles; and
  - 18.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 18.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 18.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## **19. Quorum for Trustees' meetings**

- 19.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 19.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than five.
- 19.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.

## **20. Chairing of Trustees' meetings**

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

## **21. Casting vote**

- 21.1 If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting has a casting vote in addition to any other vote he or she may have.
- 21.2 But this does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **22. Decisions without a meeting**

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

- 22.3 A decision which is made in accordance with Article 22 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 22.3.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Trustees;
  - 22.3.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 22.3;
  - 22.3.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
  - 22.3.4 the Recipient must prepare a minute of the decision in accordance with Article 38.

## **23. Conflicts of interest**

- 23.1 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.
- 23.2 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.
- 23.3 Whenever a Trustee has a Conflict of Interest either in relation to a matter to be discussed at a meeting or a decision to be made in accordance with Article 22:
- 23.3.1 if the Conflict of Interest relates to a benefit permitted under Article 4, then the Trustee must comply with Article 23.4;
  - 23.3.2 for all other Conflicts of Interest, either the Trustee must comply with Article 23.4 or authorisation must be given by the unconflicted Trustees under Article 24.1.
- 23.4 If a Trustee with a Conflict of Interest is required to comply with Article 23.4 he or she must:
- 23.4.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;
  - 23.4.2 not be counted in the quorum for that part of the meeting; and
  - 23.4.3 withdraw during the vote and have no vote on the matter.
- 23.5 When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Charity by

withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

## **24. Trustees' power to authorise a conflict of interest**

24.1 The Trustees have power to authorise a Trustee to be in a position of Conflict of Interest provided:

24.1.1 this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 4;

24.1.2 in relation to the decision to authorise a Conflict of Interest, the conflicted Trustee must comply with Article 23.4;

24.1.3 in authorising a Conflict of Interest, the Trustees can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

24.1.4 the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation; and

24.1.5 nothing in this Article 24.1 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with Article 4.

24.2 If a matter, office, employment or position, has been authorised by the Trustees in accordance with Article 24.1 then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.

24.3 A Trustee shall not be accountable to the Charity for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 24.1 (subject to any limits or conditions to which such approval was subject).

## **25. Register of Trustees' interests**

The Trustees must cause a register of Trustees' interests to be kept. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.

## **26. Validity of Trustee actions**

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

### ***APPOINTMENT AND RETIREMENT OF TRUSTEES***

**27. Number, Appointment, Retirement and Disqualification of Trustees**

27.1 There shall be at least three Trustees.

27.2 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

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

27.4 In accordance with their power to do so under Article 14, the Trustees shall make, maintain and review, and from time to time repeal or alter as they think fit, rules to regulate the appointment, retirement and disqualification of Trustees. The Trustees shall take all reasonable steps to ensure that the latest copy of such rules are attached to any copy of these Articles kept or circulated by the Charity.

**PATRONS**

**28. Patrons**

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit.

**MEMBERS**

***BECOMING AND CEASING TO BE A MEMBER***

**29. Becoming a member**

29.1 The Trustees from time to time shall be the only members of the Charity.

29.2 A Trustee shall become a member on becoming a Trustee.

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

**30. Termination of membership**

30.1 A member shall cease to be a member if he or she ceases to be a Trustee.

30.2 Membership is not transferable and shall cease on death.

**31. Associate members**

The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts.

***DECISION-MAKING BY MEMBERS***

**32. General (Members' meetings)**

- 32.1 The Trustees may call a general meeting of the members at any time.
- 32.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.
33. **Written resolutions**
- 33.1 Subject to Article 33.3, a written resolution of the Charity passed in accordance with this Article 33 shall have effect as if passed by the Charity in general meeting:
- 33.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.
- 33.1.2 A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 33.2 In relation to a resolution proposed as a written resolution of the Charity the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 33.3 A members' resolution under the Companies Acts removing a Trustee or an auditor before the expiry of his or her term of office may not be passed as a written resolution.
- 33.4 A copy of the written resolution must be sent to every eligible member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.
- 33.5 A member signifies their agreement to a proposed written resolution when the Charity receives from him or her (or from someone acting on his or her behalf) an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.
- 33.5.1 If the Document is sent to the Charity in Hard Copy Form, it is authenticated if it bears the member's signature.
- 33.5.2 If the Document is sent to the Charity by Electronic Means, it is authenticated if it bears the member's signature or if the identity of the member is confirmed in a manner specified by the Trustees, or if it is from an email Address specified by the member to the Charity for the purposes of receiving Documents or information by Electronic Means.
- 33.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 33.7 A proposed written resolution lapses if it is not passed within 56 days beginning with the Circulation Date.

## ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

### 34. Communications

34.1 Subject to the provisions of the Companies Acts and these Articles, a Document or information (including any notice) to be given, sent or supplied to any person may be given, sent or supplied in Hard Copy Form, in Electronic Form or (in the case of communications by the Charity) by making it available on a website, provided that a Document or information (including any notice) may only be given, sent or supplied in Electronic Form or by being made available on a website if:

34.1.1 the recipient has agreed (generally or specifically) that the Document or information may be sent or supplied in that manner; or

34.1.2 if the recipient is deemed to have so agreed in accordance with the Companies Acts;

and has not revoked that agreement.

34.2 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 by which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

34.3 A member present in person or by proxy at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.

34.4 Where any Document or information is sent or supplied under the Articles:

34.4.1 Where the Document or information is sent or supplied by post, service or delivery shall be deemed to be effected 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.

34.4.2 Where the Document or information is sent or supplied by Electronic Means to an Address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.

34.4.3 Where the Document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:

(a) the material is first made available on the website; or

(b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.

34.5 A Trustee may agree with the Charity that notices or Documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.



- 34.6 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:
- 34.6.1 if the Document or information has been sent to a member and is notice of a general meeting of the Charity or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so; and
  - 34.6.2 in all other cases, the Charity will send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.
  - 34.6.3 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.

### **35. Secretary**

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

- 35.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
- 35.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

### **36. Irregularities**

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

### **37. Minutes**

- 37.1 The Trustees must cause minutes to be made in books kept for the purpose:
  - 37.1.1 of all appointments of officers made by the Trustees;
  - 37.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

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

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

37.2 Minutes made pursuant to Articles 37.1.2 and 37.1.3 must be kept for at least ten years from the date of the meeting, resolution or decision.

37.3 Minutes made pursuant to Article 37.1.1 and (in the case of meetings held and resolutions made prior to 1 October 2007) minutes of Trustees' meetings, general meetings and written members' resolutions must be kept indefinitely.

### **38. Records and accounts**

38.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

38.1.1 annual reports;

38.1.2 annual returns; and

38.1.3 annual statements of account.

38.2 The Charity's annual accounts shall be made available to the Revenue Commissioners on request.

### **39. Exclusion of model articles**

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

### **40. Indemnity**

Subject to the provisions of the Act every Trustee or other officer or auditor of the Charity shall be indemnified out of the assets of the Charity against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Charity.

### **41. Amendments to the articles**

No addition, alteration or amendments shall be made to the Articles unless the same shall have been previously submitted to and approved in writing by the Revenue Commissioners.

**SCHEDULE**  
**INTERPRETATION**

**Defined terms**

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

<b>Term</b>	<b>Meaning</b>
<b>1.1 “the Act”</b>	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
<b>1.2 “Address”</b>	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
<b>1.3 “Annual Review Meeting”</b>	the annual review meeting of the Trustees held in accordance with Article 15.1;
<b>1.4 “Articles”</b>	the Charity’s articles of association;
<b>1.5 “Chair”</b>	has the meaning given in Article 9;
<b>1.6 “Charity”</b>	Breadline Africa;
<b>1.7 “Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
<b>1.8 “Clear Days”</b>	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>1.9 “Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
<b>1.10 “Conflict of Interest”</b>	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity;
<b>1.11 “Connected Person”</b>	any person falling within one of the following categories:  (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a

Trustee; or

(b) the spouse or civil partner of any person in (a); or

(c) any other person in a relationship with a 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 a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

where payment to that person might result in the Trustee obtaining benefit;

- 1.12 “Document”** includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.13 “Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.14 “Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.15 “Finance Committee”** the committee established under Article 11.4;
- 1.16 “Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.17 “Marketing Committee”** the committee established under Article 11.4;
- 1.18 “Revenue Commissioners”** The Office of the Revenue Commissioners for the Republic of Ireland;
- 1.19 “Secretary”** the secretary of the Charity (if any);
- 1.20 “Subsidiary Company”** any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 1.21 “Trustee”** a director of the Charity, and includes any person occupying the position of director, by whatever name called; and
- 1.22 “Writing”** the representation or reproduction of words, symbols or other information in a visible form by

any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.