

Companies Acts 1985 to 2006
Company limited by guarantee

**ARTICLES OF ASSOCIATION OF
CISV International Limited**

This document should be read in conjunction with the Principles of Membership and Association and both documents govern CISV International.

Date of Approval

These Articles were approved by the Members of CISV International at a General Meeting session on 8 August 2015

Table of Contents

1. Name:	2
2. Registered Office	2
3. Objects.....	2
4. Powers.....	2
5. The Governing Board.....	4
6. Governing Board's proceedings	6
7. Governing Board's powers	7
8. Benefits and Conflicts	7
9. Records and Accounts	9
10. Membership.....	10
11. Rules – Members	10
12. General Meetings	12
13. Limited Liability	14
14. Guarantee	14
15. Communications.....	14
16. Application of income and property.....	15

17.	Indemnity.....	15
18.	The Seal.....	16
19.	Dissolution.....	16
20.	Interpretation	16

1. **Name:**

The name of the Charity is CISV International Limited

2. **Registered Office**

The registered office of the Charity will be in England

3. **Objects**

3.1. The Objects of the Charity are:

3.1.1. to further education in international understanding of children throughout the world without distinction of race, religion or politics so that they may grow to maturity conscious of their responsibilities as human beings;

3.1.2. to develop the individual child's potential for cooperation with others;

3.1.3. to further research contributing to this work.

4. **Powers**

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

4.1. to establish and evaluate educational programmes and activities. ;

4.2. to establish and enforce standards for health, safety and insurance in all programmes and activities;

4.3. to establish and enforce standards for educational content in all programmes and activities;

4.4. to consider, and when appropriate, establish new educational activities and programmes;

4.5. to develop, support, conduct, evaluate and facilitate the delivery of training programmes for individuals with programme and organisational leadership responsibility;

4.6. to support and conduct or facilitate international conferences, workshops, exhibitions, seminars, meetings, lectures, courses and discussions;

4.7. to promote the establishment of CISV in new countries;

- 4.8. to assist National Associations in internal development and expansion;
- 4.9. 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 CISV International;
- 4.10. to publish and disseminate information in newspapers, journals, magazines, books, other print material and via other media.
- 4.11. to provide advice or information;
- 4.12. to carry out research and evaluation, in particular in relation to the programmes and activities;
- 4.13. to co-operate with other bodies;
- 4.14. to support, administer or set up other charities;
- 4.15. to accept gifts and to raise funds (but not by means of **taxable trading**);
- 4.16. to borrow money;
- 4.17. to give security for loans or other obligations (but only in accordance with the restrictions imposed by the **Charities Act**);
- 4.18. to acquire or hire property of any kind;
- 4.19. to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.20. to set aside funds for special purposes or as reserves against future expenditure;
- 4.21. to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Governing Board** considers necessary and having regard to the suitability of investments and the need for diversification);
- 4.22. to delegate the management of investments to a financial expert, but only on terms that:
 - 4.22.1. the investment policy is set down **in writing** for the financial expert by the Governing Board;
 - 4.22.2. timely reports of all transactions are provided to the Governing Board;
 - 4.22.3. the performance of the investments is reviewed regularly with the Governing Board;
 - 4.22.4. the Governing Board is entitled to cancel the delegation arrangement at any time;
 - 4.22.5. the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.22.6. 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 Governing Board on receipt; and

- 4.22.7. the financial expert must not do anything outside the powers of the Charity;
- 4.23. to arrange for investments or other property of the Charity to be held in the name of a **nominee Charity** acting under the direction of the Governing Board or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 4.24. to deposit documents and physical assets with any Charity registered or having a place of business in England or Wales as **custodian**, and to pay any reasonable fee required;
- 4.25. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.26. subject to **Article 8.3**, to employ paid or unpaid agents, staff or advisers;
- 4.27. to enter into contracts to provide services to or on behalf of other bodies;
- 4.28. to establish or acquire subsidiary companies;
- 4.29. to acquire, merge with or enter into any partnership or joint venture arrangements with any other Charity or organisation;
- 4.30. to employ and remunerate such staff as are necessary for carrying out the work of the Charity and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants.
- 4.31. 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;
- 4.32. to do anything else within the law which promotes or helps to promote the Objects.

5. **The Governing Board**

- 5.1. The Governing Board as **charity trustees** has control of the Charity and its property and funds. The Governing Board derives its responsibilities and authority from its legal position and obligations, the terms of the governing documents and from the fact that the Trustees are put in place in accordance with a governing document approved by the Members. In accordance with the Articles of Association, nine of the Trustees are elected directly by the Members and can be removed by the Members. In this way, the “ultimate authority” lies with Members who elect or remove the Trustees. However, the Members give a clear mandate to the Trustees to govern and the authority necessary to fulfil this duty.
- 5.2. The subscribers to the **Memorandum** (being the first **Members**) are also the first Trustees. Subsequent Trustees are elected by the Members.
- 5.3. The number of Trustees shall be nine, who being individuals are over the age of 18 and all of whom must support the Objects and shall consist of:
 - 5.3.1. eight Trustees elected by the Members, and;
 - 5.3.2. one Trustee elected by the Junior Branch.
- 5.4. A Trustee may not act as a Trustee unless he/she:

- 5.4.1. is a member in good standing of a CISV National Association or a chapter thereof; and
 - 5.4.2. has signed a written declaration of willingness to act as a charity trustee of the Charity and the Trustee Code of Conduct
 - 5.4.3. Is not barred by any restriction set out in law or in the CISV International Terms of Reference for the Governing Board (which may include a Trustee Role Profile)
 - 5.4.4. Once elected as a Trustee, may not serve as a representative of a voting Member in any matter relating to the Charity.
- 5.5. Each Trustee shall be elected for a period of three years and may then serve a maximum of two terms after which the Trustee must stand down from the Governing Board for a minimum of three years except that the Trustees elected in 2013 to the first Governing Board shall be elected as set out in Article 5.6 below.
- 5.6. In 2013, the Governing Board shall be elected as follows:
- 5.6.1. three Trustees for a period of one year;
 - 5.6.2. three Trustees for a period of two years; and
 - 5.6.3. three Trustees for a period of three years.
- 5.7. One third (or the number nearest one third) of the Trustees must retire in each calendar year, those longest in office retiring first
- 5.8. A retiring Trustee who is eligible under Article 5.3 may be re-elected.
- 5.9. A Trustee's term of office as such automatically terminates if he/she:
- 5.9.1. has served two terms of three years, after which a Trustee must stand down from the Governing Board for a minimum of three years before becoming eligible for election; or
 - 5.9.2. is disqualified under the Charities Act from acting as a charity trustee; or
 - 5.9.3. is incapable, whether mentally or physically, of managing his/her own affairs; or
 - 5.9.4. resigns by written notice to the Governing Board (but only if at least two Trustees will remain in office); or
 - 5.9.5. fails to comply with the Trustees' Code of Conduct to the extent that, at a general meeting under the Companies Act, a two thirds majority of those Members present in person or by proxy decides that removal is appropriate; or
 - 5.9.6. fails to comply with the Trustees' Code of Conduct to the extent that a two thirds majority of the remaining trustees decides that removal is appropriate.
- 5.10. In order to fill a vacancy in their number, the Governing Board may at any time select an individual who is eligible under Article 5.3 and 5.4 as a Trustee (subject to the maximum number permitted by Article 5.3) but that Trustee holds office only until the next election

or for one year, whichever period is less. The term of any trustee subsequently elected to fill that position shall be deemed to end at the same time as it would have for the initial office-holder.

- 5.11. A technical defect in the election or appointment of a Trustee of which the Governing Board is unaware at the time does not invalidate decisions taken at a meeting.

6. Governing Board's proceedings

- 6.1. Subject to the provisions of these Articles and the Governing Board Terms of Reference, the Governing Board may regulate its proceedings as it thinks fit.
- 6.2. A Trustee may, or the Company Secretary at the request of the Trustees, shall call a meeting of the Governing Board.
- 6.3. The Governing Board must hold at least three meetings each year and regularly planned meetings must be notified to the Members at least one week in advance of the meeting's start date.
- 6.4. A quorum at a meeting of the Governing Board is seven Trustees and five votes (in person or by proxy) are required for any decision to pass. The Chair and the Secretary General are permitted to act for the Governing Board in an emergency that is so critical, that there is not time for a Governing Board meeting. Any emergency decision made is, of course, subject to subsequent review by the whole Governing Board.
- 6.5. A meeting of the Governing Board may be held either in person or by suitable **electronic means** agreed by the Governing Board in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 6.6. Should a Trustee be unable to attend a meeting, he/she may appoint another Trustee as proxy. No Trustee may hold more than one proxy.
- 6.7. The **Chair** or (if the Chair is unable to do so, the Vice Chair) shall preside at meetings. Should both the Chair and Vice-Chair be unable to do so, some other Trustee chosen by the Governing Board present presides at each meeting.
- 6.8. Any issue may be determined by a vote at a meeting, but a resolution **in writing** agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 6.9. Every Trustee has one vote on each issue and, in case of equality of votes, the resolution does not pass
- 6.10. A procedural defect of which the Governing Board is unaware at the time does not invalidate decisions taken at a meeting.
- 6.11. If the Governing Board is asked to consider a matter by a Member, the Board must acknowledge receipt of any such matter within two weeks and must consider the matter and provide a response in a timely manner.

7. Governing Board's powers

The Governing Board has the control and management of the Charity. The Governing Board has the following powers in the administration of the Charity in their capacity as Trustees:

- 7.1. To appoint (and remove) the **Company Secretary** in accordance with the **Companies Act**, and, if appropriate a deputy secretary to assist the Secretary.
- 7.2. To appoint a Chair, and such officers as it deems fit from among their number. Any changes in roles of the Trustees are to be announced to the Members in the Minutes of the Board meetings, but preferably immediately following a meeting where such a change was decided.
- 7.3. To delegate any of their functions to committees or other bodies, though the Governing Board remains responsible for the outcomes.

At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Governing Board.

- 7.4. To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- 7.5. To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 7.6. To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 7.7. To establish procedures to assist the resolution of disputes or differences within the Charity or among its Members.
- 7.8. To exercise any powers of the Charity which are not reserved to the Members.
- 7.9. To pay all expenses in relation to the formation of the Charity.
- 7.10. Any bank account in which any part of the assets of CISV International is deposited shall be operated by the Governing Board and shall indicate the name of CISV International. All cheques and orders for the payment of money from such account shall be signed by at least two senior officers of the Charity. The Governing Board may draw up a framework, policies or procedures in relation to operation of and signatories for any such bank account.

8. Benefits and Conflicts

- 8.1. The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:

8.1.1. Members of CISV National or Promotional Associations and Life Members of CISV International, who are not Trustees or **Connected Persons** may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied; and,

Subject to compliance with Article 8.4:

- 8.1.2. Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;
 - 8.1.3. Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 8.1.4. Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other **Beneficiaries**.
- 8.2. A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:
- 8.2.1. as mentioned in Articles 8.1,8.3 or 8.7;
 - 8.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 8.2.3. the benefit of indemnity insurance as permitted by the Companies Act as set out in Article 17;
 - 8.2.4. an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 8.2.5. in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 8.3. Subject to Article 8.7, no Trustee or Connected Person may be employed by the Charity except in accordance with Article 8.2.5, but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Companies Act, to supply goods or services in return for a payment or other material benefit but only if:
- 8.3.1. the goods or services are actually required by the Charity, and the Governing Board decides that it is in the best interests of the Charity to enter into such a contract;
 - 8.3.2. 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 Article 8.4; and
 - 8.3.3. no more than half of the Trustees are subject to such a contract in any financial year.
- 8.4. Subject to Clause 8.5, any Trustee who becomes a **Conflicted Trustee** in relation to any matter must:
- 8.4.1. declare the nature and extent of his or her interest before discussion begins on the matter;
 - 8.4.2. withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 8.4.3. not be counted in the quorum for that part of the meeting; and
 - 8.4.4. be absent during the vote and have no vote on the matter.

- 8.5. When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
- 8.5.1. continue to participate in discussions leading to the making of a decision and/or to vote, or
 - 8.5.2. disclose to a third party information confidential to the Charity, or
 - 8.5.3. take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity or
 - 8.5.4. refrain from taking any step required to remove the conflict.
- 8.6. This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.
- 8.7. The Secretary General of the Charity, an employee, is entitled to receive and participate in all communications addressed to the Governing Board, to receive notices and materials of Governing Board meetings, to attend and participate fully in those meetings (with the exception of voting), except for those portions of any meeting at which the Secretary General's performance or terms of employment are discussed.

9. **Records and Accounts**

- 9.1. The Governing Board must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 9.1.1. annual returns;
 - 9.1.2. annual reports; and
 - 9.1.3. annual statements of account.
- 9.2. The Governing Board must also keep records of:
- 9.2.1. all proceedings at meetings of the Trustees;
 - 9.2.2. all resolutions in writing;
 - 9.2.3. all reports of committees; and
 - 9.2.4. all professional advice obtained.
- 9.3. Accounting records relating to the Charity must be made available for inspection by any Trustee or Member at any time during normal office hours.

9.4. A copy of the Charity's **constitution** and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Companies Act to any other person who makes a written request and pays the Charity's reasonable costs.

9.4.1. Once at least in every year the accounts of the Charity shall be examined and correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

Auditors shall be appointed and their duties regulated in accordance with the Act.

10. **Membership**

10.1. The Charity must maintain a register of Members.

10.2. The subscribers to the Memorandum are the first Members.

10.3. The Members of CISV International are:

(a) CISV National Associations

(b) The CISV Junior Branch

10.3.1 There may also be non-voting Associate Members of CISV International, who/which may include:

(a) Promotional Associations, which are an organized group of individuals recognized by CISV International and working to establish a CISV Chapter in a country without an active National Association.

(b) Like-minded organizations may apply for affiliation with CISV International.

(c) Individual life members, who decide to support CISV International in this way.

10.4. The criteria for conferring and revoking **Membership** and Associate Membership must be approved by the Members. The form and the procedure for applying for Membership or Associate Membership are to be prescribed by the Governing Board. The Governing Board has the right to admit Members and revoke or suspend membership rights in accordance with the membership criteria approved by the Members.

10.5. Membership is not transferable and shall cease on death of an individual or in the event an organisation ceases to exist.

10.6. An organisation may terminate its membership of the Charity by giving notice in writing to the Charity in a form prescribed by the Governing Board.

11. **Rules – Members**

11.1. The Governing Board, having the strategic control of the charity under company and charity law, has the authority to exercise all the powers listed in Section 4 above. The Governing Board may take action on the following matters, but in the following areas, any Governing Board decisions are subject to approval by the Members

- 11.1.1. establish or amend membership criteria;
 - 11.1.2. create a new International fee or penalty;
 - 11.1.3. increase any existing International fee or penalty any year by more than the greater of either 3% or the International Monetary Fund World Aggregate Inflation Index figure;
 - 11.1.4. approve an annual budget that would envisage depleting the Charity's reserves to an amount that would equate to less than six months of annual operating costs;
 - 11.1.5. the permanent addition, cessation or change to the duration and size of an International educational programme;
 - 11.1.6. adoption of or changes to a Complaints Procedure that addresses complaints made by Members regarding CISV International or its Governing Board and complaints by Members or by CISV International regarding Members;
 - 11.1.7. approval of the broad strategic and financial priorities of any Strategic Plan developed by the Governing Board. Note that the approval of the Members is necessary for the broad strategic and financial priorities, but not for the detailed plans or budget, which are the responsibility of the Governing Board.
 - 11.1.8. Any decision of the Governing Board may be overturned by a two thirds majority of those Members present in person, by suitable electronic means, or by proxy.
- 11.2. The Members have sole authority to make decisions or take action on the following matters and unless stated otherwise, decisions on these matters require a majority of two thirds of those present in person or by proxy in order to pass:
- 11.2.1. change the mission, purpose, vision, goals, objects, values, name, logo or tagline of CISV International;
 - 11.2.2. amend the Memorandum and Articles of Association or the Principles of Membership and Association and the Terms of Reference of the Governing Board (internal documents);.
 - 11.2.3. dissolve CISV International.
- Decisions taken in relation to 11.2.1 and 11.2.2 will require a two thirds majority and decisions taken in relation to 11.2.3 will require a majority not less than 75% (in accordance with the Companies Act 2006).
- 11.3. The Members may, at any time, bring a matter to the Governing Board for consideration. The Governing Board must acknowledge receipt of any such matter within two weeks and must consider the matter and provide a response in a timely manner.

12. **General Meetings**

12.1. Members are entitled to attend general meetings in person, in suitable electronic means, or by proxy (but only if the appointment of a proxy is in writing and notified to the Secretary before the commencement of the meeting).

12.1.1. A proxy must be a Member and no Member may hold more than one proxy.

12.1.2. The instrument appointing a proxy shall be deposited at the registered office and copied to the Chair of the Charity not less than 2 hours before the time appointed if holding the meeting (or adjourned meeting).

12.1.3. No instrument appointing a proxy shall be valid after the expiration of 30 days from the date of its execution.

12.1.4. A vote given in accordance with the proxy instrument shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed provided that no written notice of the death, insanity or revocation shall have been received at the registered office of the Charity prior to the commencement of the meeting or adjourned meeting at which the proxy is used.

12.1.5. Any instrument appointing a proxy shall be in the following form:

12.1.5.1. I, [name], the duly appointed representative of [name of member National Association or Junior Branch], A Member of CISV hereby appoint of as my proxy to vote for me and on my behalf at the General Meeting of the Charity held on the [] day of and at every adjournment thereof.

As witness my hand this day of [] 20

12.2. General meetings are called on at least 28 and not more than 58 **clear days'** written notice stating the date, time and place of the meeting and indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution. In the case of General meetings which are planned as in-person meetings, such meetings are called on at least 84 clear days' written notice.

12.3. There is a quorum at a general meeting if the number of Members present in person or by proxy is at least 40% of the Membership.

12.4. If, within half an hour from the time appointed of the General Meeting, a quorum is not present the meeting shall be adjourned until the same day in the next week at the same time and place or such as other place as the Chair shall appoint. If a quorum is not present at the adjourned meeting within half an hour the Members present shall be a quorum.

12.5. The chair at a general meeting is elected by the Members present in person or by proxy in his/her capacity as a Member and not as proxy for another Member.

12.6. Except where otherwise provided by the Articles or the Companies Act, every issue is decided by **ordinary resolution**.

12.7. Every Member present in person or by proxy has one vote on each issue, with the exception of the Junior Branch, which has two votes.

- 12.8. With the exception of those decisions listed in 11.1.8 and 11.2, decisions shall be made by simple majority of those present in person or by proxy. In the case of an equality of votes, the resolution does not pass.
- 12.9. Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 12.10. The Charity may (but need not) hold an AGM in any year.
- 12.11. Members must annually:
- 12.11.1. receive the accounts of the Charity for the previous **financial year**;
 - 12.11.2. receive a written report on the Charity's activities including a report on progress relating to any strategic plan, and have the opportunity to raise questions relating to such reports;
 - 12.11.3. be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - 12.11.4. appoint reporting accountants or auditors for the Charity;
 - 12.11.5. elect Trustees to fill the vacancies arising;
- 12.12. The Charity intends to hold a regular conference and the matters outlined in Article 12.11.1 – 12.11.4 above shall be dealt with at a General Meeting held during the conference in those years. In other years, these matters will be dealt with by the Members by electronic voting or such other means as determined by the Charity, as is practicable. In all years, electing Trustees to fill the vacancies arising (Article 12.11.5) will take place in accordance with the regular annual practice outlined in the relevant CISV International Trustee Election Procedure.
- 12.13. Members may also from time to time:
- 12.13.1. confer on any individual (with his/her consent) the honorary title of Patron, President, Vice-President or Honorary Counsellor of the Charity; and
 - 12.13.2. discuss and determine any issues of policy or deal with any other business put before them by the Governing Board.
 - 12.13.3. Submit motions or matters for the consideration of the Governing Board
 - 12.13.4. Submit recommendations to the Governing Board on for Trustee decision.
- 12.14. A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 12.15. A technical defect in the determination of who is a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.
- 12.16. General Meetings may be held either in person or by suitable electronic means agreed by the Members in which all participants may be identified and communicate with all

other participants. Unless otherwise decided by the Trustees, general meetings will take place at the Registered Office of the Charity.

13. **Limited Liability**

The liability of Members is limited.

14. **Guarantee**

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after it ceases to be a member, to pay up to £10 towards:

- 14.1. payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 14.2. payment of the costs, charges and expenses of winding up; and
- 14.3. the adjustment of rights of contributors among themselves.

15. **Communications**

15.1. Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- 15.1.1. by hand;
- 15.1.2. by post; or
- 15.1.3. by suitable electronic means.

15.2. The only address at which a Member is entitled to receive notices sent by post is an address shown in the register of Members.

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

- 15.3.1. 24 hours after being sent by electronic means or delivered by hand to the relevant address;
- 15.3.2. two clear days after being sent by first class post to that address;
- 15.3.3. three clear days after being sent by second class or overseas post to that address;
- 15.3.4. immediately on being handed to the recipient personally;

or, if earlier,

- 15.3.5. as soon as the recipient acknowledges actual receipt.

15.4. A technical defect in service of which the Governing Board is unaware at the time does not invalidate decisions taken at a meeting.

15.5. The Governing Board and Members are expected to promote a general culture of open and appropriate communication of organizational matters.

16. **Application of income and property**

16.1. The income and property of the Charity shall be applied solely towards the promotion of the Objects.

16.2. A Trustee is entitled to be reimbursed from the property of the Charity or may pay out if such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.

16.3. A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with and subject to the conditions in section 73F of the Charities Act 1993 (or any re-enactment thereof).

16.4. A Trustee may receive an indemnity from the Charity in the circumstances specified in article 17.

16.5. A Trustee may not receive any other benefit or payments unless it is authorised by article 8.

16.6. Subject to article 8 none of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend or bonus or otherwise by way of project to any Member of the Charity. This does not prevent a Member who is not also a Trustee receiving:

16.6.1. a benefit from the Charity in the capacity of a beneficiary of the Charity;

16.6.2. reasonable and property remuneration for any goods or services supplied to the Charity, in accordance with article 8.

17. **Indemnity**

17.1. The Charity may indemnify a relevant Trustee against any liability incurred by him or her in that capacity to the extent permitted by section 232 to 234 of the Companies Act 2006. In this article a relevant Trustee means any Trustee or former Trustee of the Charity.

17.2. The Charity may indemnify an auditor against any liability incurred by him or her or it

17.2.1. in defending proceedings (whether civil or criminal) in which judgement is given in his or her or its favour or he or she or it is acquitted; or

17.2.2. in connection with an application under section 1157 of the Companies Act 2006 (power of the Court to grant relief in case of honest and reasonable conduct) in which relief is granted to him or her or if by the Court.

18. **The Seal**

The seal (if any) shall only be used by the authority of the Governing Board or of a committee of Trustees authorised by the Governing Board. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a trustee and by the Secretary or by a second Trustee.

19. **Dissolution**

19.1. If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:

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

19.1.2. directly for the Objects or for charitable purposes which are within or similar to the Objects;

19.1.3. in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

19.3. This provision may be amended by special resolution but only with the prior written consent of the Commission.

20. **Interpretation**

20.1. The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

20.2. In the Articles, unless the context indicates another meaning:

'AGM'	means an annual general meeting of the Charity;
'the Articles'	means the Charity's Articles of Association and 'Article' refers to a particular Article;
'Chair'	means the chair of the Governing Board;
'Chapter'	means an established CISV association within and belonging to a National Association or Promotional Association which has been recognized by CISV International.
'the Charities Act'	means the Charities Acts 1992 to 2011;
'the Charity'	means CISV International Limited, the Charity governed by the Articles;
'charity trustee'	has the meaning prescribed by the Charities Act;

'CISV'	Means the global CISV organization of CISV National Associations of which the Charity is the international association;
'CISV International'	Means CISV International Limited, the Charity governed by the Articles;
'clear day'	does not include the day on which notice is given or the day of the meeting or other event;
'the Commission'	means the Charity Commission for England and Wales or any body which replaces it;
'the Companies Act'	means the Companies Acts 1985 to 2006;
'the Company Secretary'	means the company secretary if any appointed in accordance with the Companies Act;
'Conflicted Trustee'	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity; the nature of conflict to be outlined in the Charity's Conflict of Interest policy.
'Connected Person'	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a Charity with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;
'constitution'	means the Memorandum and the Articles and any special resolutions relating to them;
'custodian'	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
'electronic means'	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
'financial expert'	means an individual, Charity or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
'financial year'	means the Charity's financial year;

'firm'	includes a limited liability partnership;
'Governing Board'	means the board of trustees of the Charity
'indemnity insurance'	means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
'Junior Branch'	means the International Junior Branch of the Charity; and refers to the entire combined membership of the Junior Branches of every National Association.
'Life members'	means an associate, non-voting member of the Charity;
'material benefit'	means a benefit, direct or indirect, which may not be financial but has a monetary value;
'Member' and 'Membership'	refer to company Membership of the Charity being the National Associations and the Junior Branch;
'Memorandum'	means the Charity's Memorandum of Association;
'month'	means calendar month;
'National Associations'	An established CISV association (generally one in any one country), which has been recognized by and admitted into full membership of CISV International.
'nominee Charity'	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
'ordinary resolution'	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;
'the Objects'	means the Objects of the Charity as defined in Article 3;
'Promotional Association'	Means an organized group of individuals recognized by CISV International and working to establish a CISV Chapter in a country without an active National Association.
'Resolution in writing'	means a written resolution of the Trustees;
'Secretary'	means a company secretary (for the avoidance of doubt this may be the individual who is the Secretary General of the Charity, but need not be);

'Secretary General'	means the Secretary General of the Charity, an employee of the Charity;
'special resolution'	means a resolution of which at least 14 days' notice has been given and agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;
'taxable trading'	means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
'Trustee' and 'Trustees'	means a trustee or trustees of the Charity respectively, being a member of the Charity's Governing Board;
'Trustees' Code of Conduct'	a code of conduct drawn up and agreed by the Governing Board and issued to all Trustees and new Trustees who shall agree to abide by its terms;
'written' or 'in writing'	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;
'written resolution'	refers to an ordinary or a special resolution which is in writing;
'year'	means calendar year.

20.3. Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

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

Companies Acts 1985 to 2006

Charity limited by guarantee

MEMORANDUM OF ASSOCIATION

of

CISV International Limited

Each subscriber to this Memorandum of Association wishes to form a Charity under the Companies Act 2006 and agrees to become a member of the Charity.

Name of each subscriber

Authentication by each subscriber

Date