

**COMPANY NUMBER: 2007475**

**ARTICLES OF ASSOCIATION**

**OF**

**AMNESTY INTERNATIONAL CHARITY LIMITED**

# **The Companies Acts 1985 to 2006**

## **Company Limited by Guarantee and not having a Share Capital**

### **Articles of Association of Amnesty International Charity Limited**

#### **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**

Having regard to the Statute for the time being of Amnesty International, the objects for which the Charity is established are to promote human rights (as set out in the Universal Declaration of Human Rights and subsequent United Nations conventions and declarations) throughout the world by all or any of the following means:

- 2.1 monitoring abuses of human rights;
- 2.2 obtaining redress for the victims of human rights abuse;
- 2.3 relieving need among the victims of human rights abuse (and in particular medical, rehabilitational or financial assistance);
- 2.4 research into human rights issues;
- 2.5 providing technical advice to government and others on human rights matters;
- 2.6 contributing to the sound administration of human rights law;
- 2.7 commenting on proposed human rights legislation;
- 2.8 raising awareness of human rights issues;
- 2.9 promoting public support for human rights;
- 2.10 promoting respect for human rights among individuals and corporations;
- 2.11 international advocacy of human rights;
- 2.12 eliminating infringements of human rights, including without limitation procuring the abolition of torture, extrajudicial execution and disappearance.

3. **Powers**

3.1 To further the Objects but not otherwise the Charity shall have the following powers:

3.1.1 To organise and assist in the provision of talks, lectures, film presentations, exhibitions, conferences, courses of instruction and any other form of educational activities.

3.1.2 To publish, sponsor or assist the publication of books, pamphlets, leaflets reports, journals, films, tapes, instructional matter and any other form of information in or on any media.

3.1.3 To provide or procure the provision of advice and disseminate relevant information and advice among the public generally.

3.1.4 To educate the public about the legal rights to which citizens are entitled and the laws and regulations to which citizens are subject both in the UK and abroad.

3.1.5 To promote, undertake and commission research, surveys, studies or other work and to disseminate the useful results.

3.1.6 To maintain a library database accessible to members of the public.

3.1.7 Alone or with other organisations, to seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those permitted by law.

3.1.8 To provide and assist in the provision of money, materials or other aid.

3.1.9 To enter into contracts to provide services to or on behalf of other bodies.

3.1.10 Subject to Article 4:

(a) to engage and pay employees, consultants and professional or other advisers; and

(b) make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants.

3.1.11 To take out such insurance policies as are necessary to protect the Charity.

3.1.12 To become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation

any charitable trust or permanent endowment property held for any of the charitable purposes in the Objects).

- 3.1.13 To amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body with objects similar to any or all of the Objects.
- 3.1.14 To purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Charity of any one or more of the organisations, institutions, societies or bodies with which this Charity is authorised to amalgamate.
- 3.1.15 To do all or any of the things authorised by these Articles either alone or in conjunction with any other organisation, institution, society or body with which the Charity is authorised to amalgamate.
- 3.1.16 To open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments.
- 3.1.17 To purchase, take on lease or in exchange, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any real or personal property and to construct, maintain, improve, manage, develop, repair, alter or equip for use any buildings or erections.
- 3.1.18 To raise funds and conduct appeals for money or other gifts or for any other assistance, and to solicit and accept subscriptions and donations (whether of real or personal property) and devises and bequests.
- 3.1.19 To accept (or disclaim) gifts of money, legacy property and any other property.
- 3.1.20 Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Charity.
- 3.1.21 Subject to such consents as may be required by law, to borrow and raise money for the purposes of the Charity in such manner and on such security as the Charity may think fit.
- 3.1.22 To lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company.
- 3.1.23 To deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a Financial Expert, having regard to the suitability of investments and the need for diversification.

- 3.1.24 To delegate the management of investments to a Financial Expert, but only on terms that:
- (a) the Charity's investment policy is set down in writing by the Trustees for the Financial Expert;
  - (b) all transactions are reported promptly and regularly to the Trustees;
  - (c) investment performance is reviewed regularly with the Trustees ;
  - (d) the delegation arrangement may be cancelled by the Trustees at any time;
  - (e) a review of the investment policy and the delegation arrangement shall be carried out at least annually;
  - (f) all payments due to the Financial Expert fall within a scale or a level which is agreed in advance and are notified promptly to the Trustees on receipt;
  - (g) the Financial Expert must not do anything outside the powers of the Charity;
- 3.1.25 To arrange for the investments or other property of the Charity to be held in the name of a nominee (meaning a corporate body registered or having an established place of business in the United Kingdom) which is either under the control of the Trustees or of a Financial Expert acting on their instructions, and to pay any reasonable fee required.
- 3.1.26 To co-operate with other bodies and to exchange information and advice with them.
- 3.1.27 To enter into partnership or other arrangement with any other body with objects similar to any or all of the Objects.
- 3.1.28 To set aside funds for special purposes or as reserves against future expenditure.
- 3.1.29 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Charity.
- 3.1.30 To provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with and subject to the conditions in section 189 of the Charities Act;
- 3.1.31 To trade in the course of carrying out the objects of the Charity, and carry on any other trade which is not expected to give rise to taxable profits.
- 3.1.32 To incorporate or purchase subsidiary companies to carry on any trade.

- 3.1.33 To undertake and execute any trusts necessary or expedient for the furtherance of the objects of the Charity.
- 3.1.34 To establish and support or aid in establishment and support of any charitable associations or institutions and to subscribe or guarantee money for purposes in any way connected with or calculated to further any of the objects of the Charity.
- 3.1.35 To do anything lawful which is calculated to further the Objects or is conducive or incidental in doing so.

### **LIMITATION ON PRIVATE BENEFITS**

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

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

#### ***Permitted benefits to the Sole Member and Trustees***

- 4.2 No portion of the income and property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Sole Member or Trustees of the Charity. Provided that nothing in these Articles shall prevent any payment in good faith by the Charity:
  - 4.2.1 of reasonable and proper remuneration to the Sole Member, or any officer or servant of the Charity (not being a Trustee) for any services rendered to the Charity;
  - 4.2.2 of interest on money lent at a reasonable and proper rate by the Sole Member or any Trustee or a Connected Person;
  - 4.2.3 of reasonable and proper rent for premises demised or let by the Sole Member or any Trustee or a Connected Person;
  - 4.2.4 of fees, remuneration or other benefit in money or moneys worth to a company of which a Trustee may be a member holding not more than 1/100th part of the capital of that company;
  - 4.2.5 to any Trustee of reasonable out-of-pocket expenses properly incurred when acting on behalf of the Charity; and
  - 4.2.6 of any payment made in accordance with the indemnity set out in Article 6.

### **LIMITATION OF LIABILITY AND INDEMNITY**

#### **5. Liability of the Sole Member**

- 5.1 The liability of the Sole Member is limited.

- 5.2 The Sole Member of the Charity undertakes to contribute to the assets of the Charity, in the event of the same being wound up while it is a member of the Charity, or within one year after it ceases to be a member of the Charity, for payment of the debts and liabilities of the Charity contracted before it ceases to be a member of the Charity, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.

**6. Indemnity**

- 6.1 Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## **MEMBERSHIP**

**7. Membership**

- 7.1 AIL is the sole member of the Charity (the **Sole Member**).
- 7.2 Membership of the Charity is not transferable.
- 7.3 The Sole Member may take decisions without holding a general meeting or passing a written resolution, provided that an authorised representative of the Sole Member provides to the Trustees details of a decision within 14 days of the date that the decision is taken.
- 7.4 The Sole Member may also take decisions:
- 7.4.1 by passing a written resolution in accordance with the provisions of the Companies Acts; or
  - 7.4.2 by passing a resolution at a members' meeting convened and held in accordance with the provisions of the Companies Acts.

## **TRUSTEES**

**8. Number of Trustees**

- 8.1 The number of Trustees shall be not less than three, unless otherwise determined by ordinary resolution of the Charity.
- 8.2 A Trustee may not appoint an alternate or anyone to act on their behalf at meetings of the Trustees.

## **9. Appointment of Trustees**

- 9.1 Any person who is willing to act as a Trustee, who is permitted by law to do so, and who is not a director, officer or executive of AIL, may be appointed to be a Trustee by ordinary resolution of the Charity.
- 9.2 The Sole Member will take account of the recommendations of the Trustees, if any, in the appointment of new Trustees. For the avoidance of doubt, the Sole Member shall have the final decision and complete discretion in respect of the appointment of new Trustees and shall not be obliged to follow the recommendations of the Trustees.
- 9.3 All Trustees shall be appointed for a term of four years. At the conclusion of their first term of office, a Trustee may be re-appointed for a further term of four years. No Trustee shall serve for more than eight consecutive years, unless the Sole Member considers it would be in the best interests of the Charity for a particular Trustee to continue to serve beyond that period and that Trustee is re-appointed in accordance with the Articles.

## **10. Powers and duties of Trustees**

- 10.1 Subject to the Companies Acts, the Articles and any special resolution, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.
- 10.2 No alteration of the Articles or any special resolution shall invalidate any prior act of the Trustees.
- 10.3 A meeting of the Trustees at which a quorum is present may exercise all the powers exercisable by the Trustees.

## **11. Disqualification and removal of Trustees**

The office of Trustee shall be vacated if:-

- 11.1 he or she reaches the end of his or her term of office and is not re-appointed in accordance with the Articles; or
- 11.2 a bankruptcy order is made against him or her, or an order is made against him or her in individual insolvency proceedings in a jurisdiction other than England or Wales or Northern Ireland which have an effect similar to that of bankruptcy; or
- 11.3 a composition is made with his or her creditors generally in satisfaction of his or her debts; or
- 11.4 he or she ceases to be a Trustee by virtue of any provision in the Companies Acts, or is prohibited from being a director by law; or
- 11.5 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity; or

- 11.6 in the written opinion of a registered medical practitioner who is treating the Trustee, he or she has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months; or
- 11.7 he or she resigns his office by notice in writing to the Charity, providing that at least three Trustees will remain in office once the resignation takes effect; or
- 11.8 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason; or
- 11.9 the Sole Member resolves that he or she be removed from office, provided that the Sole Member has invited his or her views and considered the matter in the light of such views.

## **DECISION MAKING BY TRUSTEES**

### **12. Proceedings of Trustees**

- 12.1 Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit.
- 12.2 Acts done in good faith by a meeting of the Trustees or of a committee or by a person acting as a Trustee shall not be invalidated by the subsequent realisation that:
  - 12.2.1 the appointment of any such Trustee or person acting as a Trustee was defective; or
  - 12.2.2 any or all of them were disqualified; or
  - 12.2.3 any or all of them were not entitled to vote on the matter.

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

- 13.1 A Trustees' meeting must be called by at least 7 Clear Days' notice unless either:
  - 13.1.1 all the Trustees agree; or
  - 13.1.2 urgent circumstances require shorter notice.
- 13.2 Notice of Trustees' meetings must be given to each Trustee.
- 13.3 Every notice calling a Trustees' meeting must specify:
  - 13.3.1 the place, day and time of the meeting;
  - 13.3.2 the general nature of the business to be considered at such meeting; and

- 13.3.3 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.
- 13.4 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.
14. **Participation in Trustees' meetings**
- 14.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 14.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 14.3 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.
15. **Quorum for Trustees' meetings**
- 15.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 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 (and if not otherwise specified by the Trustees, shall be) two.
16. **Chairperson**
- 16.1 The Trustees may elect one of their number to act as chairperson of their meetings and determine the period for which he or she is to hold office; but if no such chairperson is elected, or if at any meeting the chairperson is not present within five minutes after the time appointed for holding the same, the Trustees present may choose one of their number to be chairperson of the meeting.
17. **Decisions without a meeting**
- 17.1 A decision is taken in accordance with this Article when all of the eligible Trustees indicate to each other by any means (including without limitation by Electronic Means) that they share a common view on a matter.

17.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each eligible Trustee or to which each eligible Trustee has otherwise indicated agreement in Writing.

17.3 References in this Article to “eligible Trustees” are to Trustees who would have been entitled to vote on the matter had it been proposed as a resolution at a Trustees’ meeting. A decision may not be taken in accordance with this Article 17 if the eligible Trustees would not have formed a quorum at such a meeting.

**18. Trustees’ interests and managing conflicts of interest**

18.1 The Trustees may, in accordance with the requirements set out in this Article 18 and only if they are satisfied that it is in the best interests of the Charity to do so, authorise any matter or situation proposed to them by any Conflicted Trustee which would, if not authorised, involve that Conflicted Trustee breaching his or her duty under section 175 of the Companies Act 2006 to avoid conflicts of interest (a **Situation**), provided that no authorisation may be given under this Article 18.1 which would allow the Conflicted Trustee or any Connected Person to receive a benefit.

18.2 Any authorisation under Article 18.1 will be effective only if:

18.2.1 to the extent permitted by the Companies Acts, the Situation shall have been proposed by the Conflicted Trustee for consideration in the same way that any other matter may be proposed to the Trustees under the provisions of these Articles or in such other manner as the Trustees may determine;

18.2.2 any requirement as to the quorum for consideration of the Situation is met without counting the Conflicted Trustee or any other interested Trustee; and

18.2.3 the matter was agreed to without the Conflicted Trustee voting or would have been agreed to if the Conflicted Trustee's and any other interested Trustee's vote had not been counted.

18.3 Any authorisation under Article 18.1 may (whether at the time of giving the authorisation or subsequently):

18.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Situation so authorised;

18.3.2 provide that the Conflicted Trustee be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Trustees or otherwise) related to the Situation;

18.3.3 provide that the Conflicted Trustee shall or shall not be an eligible Trustee in respect of any future decision of the Trustees in relation to any resolution related to the Situation;

- 18.3.4 impose upon the Conflicted Trustee such other terms for the purposes of dealing with the Situation as the Trustees think fit;
  - 18.3.5 provide that, where the Conflicted Trustee obtains, or has obtained (through his or her involvement in the Situation and otherwise than through his or her position as a Trustee of the Charity) information that is confidential to a third party, he or she will not be obliged to disclose that information to the Charity, or to use it in relation to the Charity's affairs where to do so would amount to a breach of that confidence; and
  - 18.3.6 permit the Conflicted Trustee to absent himself or herself from the discussion of matters relating to the Situation at any meeting of the Trustees and be excused from reviewing papers prepared by, or for, the Trustees to the extent they relate to the Situation.
- 18.4 Where the Trustees authorise a Situation under Article 18.1:
- 18.4.1 the Conflicted Trustee will be obliged to conduct himself or herself in accordance with any terms and conditions imposed by the Trustees in relation to the Situation; and
  - 18.4.2 the Trustees may revoke or vary such authorisation at any time, but this will not affect anything done by the Conflicted Trustee, prior to such revocation or variation, in accordance with the terms of such authorisation.
- 18.5 Subject to Article 18.6, a Conflicted Trustee must declare to the other Trustees the nature and extent of any interest, direct or indirect, (an **Interest**) which he or she has in relation to:
- 18.5.1 a proposed transaction or arrangement with the Charity, in which case the declaration must be made before that transaction or arrangement is entered into by the Charity; and
  - 18.5.2 an existing transaction or arrangement that has already been entered into by the Charity, in which case the declaration must be made as soon as reasonably practicable.
- 18.6 The provisions of Article 18.5 shall not apply to the extent that the other Trustees are or ought reasonably to be aware of the Interest already.
- 18.7 A Conflicted Trustee shall be counted as participating in the decision-making process in relation to an Interest for quorum and voting purposes only if:
- 18.7.1 in practice the situation cannot reasonably be regarded as likely to give rise to a conflict of interest – and 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; or
  - 18.7.2 the Conflicted Trustee's Interest arises because of a personal benefit the Conflicted Trustee or an Connected Person may receive, and that

benefit will also be available to all of the other beneficiaries of the Charity.

- 18.8 In all other situations including all situations where a benefit to a Trustee is permitted under Article 4.2, a Conflicted Trustee with an Interest must remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate, shall not be counted in the quorum for that part of the meeting; and shall withdraw during the vote and have no vote on the matter.
- 18.9 The Trustees must cause a register of Trustees' interests to be kept.

### **DELEGATION BY TRUSTEES**

#### **19. Trustees may delegate**

- 19.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.
- 19.2 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.
- 19.3 Any delegation by the Trustees may be:
- 19.3.1 by such means;
  - 19.3.2 to such an extent;
  - 19.3.3 in relation to such matters or territories; and
  - 19.3.4 on such terms and conditions;
- as they think fit.
- 19.4 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.

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

#### **20. Committees**

- 20.1 In the case of delegation to committees:
- 20.1.1 the resolution making the delegations 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);

- 20.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
  - 20.1.3 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;
  - 20.1.4 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
  - 20.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except whether authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 20.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees in so far as they apply and are not superseded by any regulations made by the Trustees.
21. All acts done by any meeting of the Trustees or of a committee of Trustees, or by any person acting as a Trustee, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee.

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **22. Secretary**

- 22.1 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.
- 22.2 If there is no Secretary:
  - 22.2.1 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
  - 22.2.2 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.

### **23. 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.

**24. Minutes**

24.1 The Trustees shall cause minutes to be made in writing in permanent form:-

24.1.1 of all appointments of officers made by the Trustees;

24.1.2 of the names of the Trustees present at each meeting of the Trustees and any committee of the Trustees;

24.1.3 of all resolutions and proceedings at all meetings of the Charity, and of the Trustees, and of committees of Trustees;

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

24.2 Minutes made pursuant to Article 24.1.2 and 24.1.3 of resolutions or decisions made and meetings held on or after 1 October 2007 must be kept for at least ten years from the date of the meeting, resolution or decision.

24.3 Minutes made pursuant to Article 24.1.1 and (in the case of meetings held and resolutions made before 1 October 2007), minutes of Trustees' meetings, general meetings and written members' resolutions must be kept indefinitely.

**25. Records and accounts**

25.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 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:

25.1.1 annual reports;

25.1.2 annual returns; and

25.1.3 annual statements of account.

**26. Exclusion of model articles**

The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (as amended or updated from time to time) are hereby expressly excluded.

27. **Communications**

27.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice) sent or supplied by the Charity under the Articles or the Acts may be sent or supplied:

27.1.1 in Hard Copy Form;

27.1.2 in Electronic Form; or

27.1.3 by making it available on a website.

27.2 A Document or information may only be sent or supplied in Electronic Form or by making it available on a website if the recipient has agreed or is deemed to have agreed under the Companies Acts (and has not revoked the agreement).

27.3 Copies of the Charity's annual accounts and reports, and notices of general meetings, need not be sent to a person for whom the Charity does not have a current Address.

27.4 Where any Document or information is sent or supplied by the Charity to the Members:

27.4.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays and Bank Holidays in England) after it was posted;

27.4.2 where it is sent or supplied by Electronic means, it is deemed to have been received on the same day that it was sent;

27.4.3 where it is sent or supplied by means of a website, it is deemed to have been received:

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

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

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

27.6 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:

27.6.1 if the Document or information has been sent to the Sole 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 Sole

Member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so; and

27.6.2 in all other cases, the Charity will send a Hard Copy of the Document or information to the Sole Member's postal address as shown in the Charity's register of members, or in the case of any other recipient, to the last known postal address for that person.

27.7 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.

**28. Rules**

28.1 The Trustees may make such rules or bye laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Charity.

28.2 The Charity in general meeting may alter, add to or repeal the rules or bye laws.

28.3 No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in the Articles, the Companies Acts or any applicable rule of law.

**WINDING UP**

**29. Winding up**

If upon the winding up or dissolution of the Charity there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Charity, but shall be given or transferred to some other charitable institution or institutions having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity under or by virtue of Article 4, such institution or institutions to be determined by the members of the Charity at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object.

**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>
“Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
“Amnesty International”	the international unincorporated association known as Amnesty International and governed by the Amnesty International Statute;
“AIL”	means Amnesty International Limited, a company limited by guarantee, registered in England and Wales with registered company number 1606776 and its registered address at 1 Easton Street, London, WC1X 0DW;
“Amnesty International Statute”	the governing document of Amnesty International as amended by the 33rd International Council meeting in Rome, Italy , 11 to 15 August 2017 and as further amended from time to time;
“Articles”	the Charity’s articles of association and “Article” shall be interpreted accordingly;
“Charity”	Amnesty International Charity Limited;
“Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
“Clear Days”	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;
“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
“Conflicted Trustee”	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because that Trustee or a Connected Person:

- (a) is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance); or
- (b) has a direct or indirect interest that conflicts or possibly may conflict with the interests of the Charity; or
- (c) is in any way directly or indirectly interested in a proposed transaction or arrangement with the Charity or some other matter to be decided by the Charity; or
- (d) has some separate interest or duty in relation to information which is confidential to the Charity;

“Connected Person”

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 person living with a Trustee as his or her partner; 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;

“Document”

includes, unless otherwise specified, any document sent or supplied in Electronic Form;

“Electronic Form” and  
“Electronic Means”

have the meanings respectively given to them in Section 1168 of the Companies Act 2006;

“Financial Expert”

a person who is reasonably believed by the Trustees to be qualified to give advice on investments by reason of his ability in and practical experience of financial and other matters relating to investments;

“Hard Copy” and “Hard Copy

have the meanings respectively given to them in the Companies Act 2006;

Form”

“Interest”	has the meaning given in Article 18.5;
“Interested Trustee”	has the meaning given in Article 18.1;
“Objects”	the objects of the Charity as stated in Article 2;
“Secretary”	the secretary of the Charity (if any);
“Situation”	has the meaning given in Article 18.1;
“Trustee”	a director of the Charity, and includes any person occupying the position of director, by whatever name called; and
“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 references 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 expression 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.

**COMPANY NUMBER: 2007475**

**MEMORANDUM OF ASSOCIATION OF**  
**OF**  
**AMNESTY INTERNATIONAL CHARITY LIMITED**

WE, the several persons whose names and address are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association

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Names, addresses and descriptions of subscribers

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PETER DUFFY

18 Malcolm Road  
Wimbledon  
London SW19  
United Kingdom

Barrister

LESLEY MERRYFINCH

67B Landor Road  
London SW9 9RT

Campaign co-ordinator

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Dated this 4<sup>th</sup> day of March 1986

Witness to the above signatures:-

Denise Julie Hollingbery  
61 Burnfoot Avenue  
London SW6 5EB