

Company number: 05775827

Charity number: 1122052

Companies Act 2006
Certificate of passing of a special resolution
of

Global Dialogue ("the Company")

Passed on 13.5.18¹

The following special resolution of the Company was duly passed as a written special resolution on the above date pursuant to Chapter 2 of Part 13 of the Companies Act 2006:

SPECIAL RESOLUTION

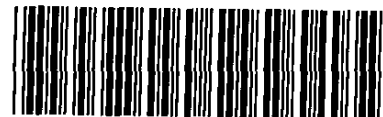
THAT the draft Articles of Association circulated with this resolution be and are hereby adopted as the Articles of Association of the Company in substitution for, and to the exclusion of the Company's existing Articles of Association.

Signed: David General

Chair/Director/Company Secretary

Date: 13.5.18

SATURDAY



A13 *A7HHGLKJ* #79
27/10/2018
COMPANIES HOUSE

¹ Insert date of passing

Company no: 5775827

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association
of
Global Dialogue

(As amended by special resolution dated 13th September 2018)

Bates Wells Braithwaite
10 Queen Street Place
London EC4R 1BE
Ref: TDP/208017/0012

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Global Dialogue

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 objects for which the Company is established are:

- 2.1 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:

- (a) raising awareness of Human Rights issues;
- (b) research into Human Rights issues;
- (c) commenting on proposed human rights legislation;
- (d) obtaining redress for victims of human rights abuse;
- (e) promoting public support for human rights;

- 2.2 To promote equality and diversity for the public benefit by:

- (a) the elimination of discrimination on grounds of race, gender, disability, sexual orientation or religion;
- (b) advancing education and raising awareness in equality and diversity;
- (c) cultivating a sentiment in favour of equality and diversity;

- 2.3 Such purposes as are recognised as exclusively charitable under the law of England and Wales.

3. Powers

In furtherance of the objects but not further or otherwise, the Company may exercise the following powers:

- 3.1 To make grants and/or loans whether out of capital or income and upon such terms and conditions (if any) as to interest, repayment, security or otherwise, and to guarantee money or to use the assets of the Company as security for the performance of contracts entered into by any person, association, company, local authority, administrative or governmental agency or public body as may be thought fit for or towards the charitable purposes which are in any way connected with or calculated to further the objects of the company.
- 3.2 To produce, publish and distribute (whether gratuitously or not) or to make grants towards the cost of others producing, publishing or distributing material in any form including books, pamphlets, reports, journals, films, tapes, video/digital tapes or programmes that may be deemed desirable for the promotion of the objects of the Company, or for the purpose of informing contributors, those supported by the Company, and others of the needs or progress of the Company.
- 3.3 To conduct or promote research into matters of affecting the company and the carrying out of its charitable objects, and to publish (whether gratuitously or not) the useful results of that research.
- 3.4 To provide or assist in the provision of seminars, lectures, symposia, conferences and other forms of education and training.
- 3.5 To accept any gifts, endowments, legacies, bequests devises, subscriptions, grants, loans or contributions of any other kind of money or property, including contributions subject to special trusts or conditions, provided always that the Company shall only hold or deal with property subject to special trusts or conditions in accordance with those trusts or conditions and in such manner as is permitted by law.
- 3.6 To raise funds for the Company by personal or written appeals (whether occasional or periodical) public meetings or otherwise as may be deemed necessary from time to time, provided always that the Company shall not undertake or carry out any permanent trading except to the extent that such trading by a charity is recognised and permitted by law.
- 3.7 To operate bank accounts in the name of the Company, and to draw, make, accept, endorse, discount, execute and issue promissory notes bills cheques and other instruments.
- 3.8 To invest any moneys of the Company not immediately required for its purposes in or upon such investments, securities or property of any other kind and situated anywhere in the world, whether involving liabilities or producing income or not, as may be thought fit, subject to such conditions and consents (if any) as may from time to time be imposed or required by law.
- 3.9 To buy, take on lease or in exchange, hire or otherwise acquire any real or personal property, and any rights or privileges which the Company may think is necessary for the promotion of its objects and to maintain, manage, construct or alter any buildings, or erections and to equip and fit out any property and buildings for use.
- 3.10 To make planning applications, applications for consent under bye-laws or building regulations and other like applications.

- 3.11 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 Company.
- 3.12 Subject to such consents as may be required by law to borrow or raise money for the purposes of the Company on such terms and such security (if any) as may be thought fit.
- 3.13 To enter into and carry out contracts.
- 3.14 To employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the Company's objects, on such terms as may be thought fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependants/
- 3.15 To delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:
 - 3.15.1 the Managers shall be authorised to carry on investment business under the provisions of the Financial Services Act 1986 or any statutory re-enactment or replacement thereof;
 - 3.15.2 the delegated powers shall be exercisable only within the clear policy guidelines drawn up in advance by the Company;
 - 3.15.3 the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Company within 14 days and to report on a 3 monthly basis on the performance of the investments managed by them;
 - 3.15.4 the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
 - 3.15.5 the Company shall be bound to review the arrangements for delegation at intervals of not more than 12 months unless there are special circumstances, but failure to conduct such a review shall not invalidate the delegation;
 - 3.15.6 the Company shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms on which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers, but otherwise shall not be liable for any acts or defaults of the Managers;
- 3.16 To permit any investments belonging to the Company to be held in the name of any bank or Company as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such.
- 3.17 (i) to pay out of the funds of the Company the cost of any premium in respect of any insurance or indemnity to cover the liability of the Directors

- a. which by virtue of any rule of law would otherwise attach to them, in respect of negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company;
 - b. to make contributions to the assets of the company in accordance with the provisions of section 214 of the Insolvency Act 1986.
- (ii) Any insurance in the case of (i)(a) shall not extend to:
- (a) any liability resulting from conduct which the directors knew, or must be assumed to have known, was not in the best interests of the company, or which the directors did not care whether it was in the best interests of the company or not;
 - (b) any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the directors;
 - (c) any liability to pay a fine.
- (iii) Any insurance in the case of (i)(b) shall not extend to any liability to make such a contribution where the basis of the director's liability is her/his knowledge prior to the insolvent liquidation of that company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the company would avoid going into insolvent liquidation.
- 3.18 To establish charitable trusts for any particular purposes of the Company, to act as trustees of any such special charitable trusts whether established by the Company or otherwise and generally to execute or undertake any charitable trust which may lawfully be undertaken by the Company and may be conducive to its objects.
- 3.19 To establish and support or assist in the establishment and support of any charitable companies, associations or institutions in any way connected with the purposes of the Company or calculated to further its objects.
- 3.20 To co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Company or similar charitable purposes and to exchange information and advice with them.
- 3.21 To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company.
- 3.22 To do all such lawful things as shall further the attainment of the objects of the Company or any of them.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

The income and property of the Company 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 Company and no Trustee (as defined the Company's Articles of Association) shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company, provided that nothing in this document shall prevent any payment in good faith by the Company:

- 4.1 The Company may employ or enter into a contract for the supply of goods and services to the Company with one of the Trustees, provided that:
- (a) The remaining Trustees are satisfied (having weighed the advantages and disadvantages) that it is in the best interests of the Company to contract with the Trustee rather than a person who has no connection with the Company;
 - (b) Any remuneration must not exceed an amount that is reasonable in all the circumstances;
 - (c) At no time shall a majority of the Trustees benefit under this provision;
 - (d) A Trustee who is to benefit shall withdraw from any meeting at which his or her appointment or remuneration, or performance under any contract or the appointment, remuneration or performance of his or her partner, is under discussion;
 - (e) A Trustee who withdraws under (d) shall not be counted in calculating any quorum for that meeting or part of a meeting;
 - (f) The restrictions in this clause apply to any benefits that accrue to any firm or company of which any Trustee is a partner, employee, consultant, director or shareholder (but subject to Article 4.4 below) as they apply to the Trustee personally;
 - (g) The Trustees shall minute their decision and the reasons for it.
- 4.2 Of reasonable and proper remuneration for any services rendered to the Company by any member, officer or servant who is not a Trustee;
- 4.3 Of interest on money lent by any member of the Company or Trustee at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the Trustees or three per cent whichever is the greater;
- 4.4 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% of the issued capital of that company;
- 4.5 Of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee;
- 4.6 To any Trustee of reasonable out of pocket expenses;
- 4.7 Of any premiums in respect of any indemnity insurance, to cover the liability of the directors which, by virtue of any rule of law would otherwise attach to them in respect

of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any insurance shall not extend to any claim arising from liability resulting from conduct which the directors knew, or must be assumed to have known, was not in the best interests of the company, or which the directors did not care whether it was in the best interests of the company or not, and Provided also that any insurance shall not extend to any claim arising from liability for the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the directors.

LIMITATION OF LIABILITY AND INDEMNITY

5. Liability of members

The liability of the members is limited.

6. Indemnity

Every member (as defined in the Company's Articles of Association) undertakes to contribute such amount as may be required (not exceeding £1) to the Companies assets if it should be wound up while he or she is a member or within one year afterwards, for the payment of the Company'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 amongst themselves.

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

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

8. Chair

The Trustees shall appoint one of their number to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

9. Trustees may delegate

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

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

9.3 Any delegation by the Trustees may be:

9.3.1 by such means;

- 9.3.2 to such an extent;
 - 9.3.3 in relation to such matters or territories; and
 - 9.3.4 on such terms and conditions;
- as they think fit.

- 9.4 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.
- 9.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 9.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine.

10. Committees

10.1 In the case of delegation to committees:

- 10.1.1 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);
- 10.1.2 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;
- 10.1.3 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;
- 10.1.4 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
- 10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Company except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

- 10.2 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.

11. Delegation of day to day management powers

In the case of delegation of the day to day management of the Company to a chief executive or other manager or managers:

- 11.1 the delegated power shall be to manage the Company 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;
- 11.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 11.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Company and provide them regularly with management accounts which are sufficient to explain the financial position of the Company.

12. Delegation of investment management

The Trustees may delegate the management of investments to a professional investment manager or managers in accordance with Article 3.15.

13. Power to change name of Company

The Trustees may change the name of the Company at any time by majority decision of at least three-quarters of the Trustees present and voting at a meeting, or of at least three-quarters of all the Trustees taken following the procedure in Article 20.

DECISION-MAKING BY TRUSTEES

14. Trustees to take decisions collectively

Subject to Article 13 any decision of the Trustees must be either:

- 14.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 19); or
- 14.2 a two-thirds majority decision taken in accordance with Article 20.

15. Calling a Trustees' meeting

- 15.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 15.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 15.2.1 all the Trustees agree; or
 - 15.2.2 urgent circumstances require shorter notice.
- 15.3 Notice of Trustees' meetings must be given to each Trustee.
- 15.4 Every notice calling a Trustees' meeting must specify:
 - 15.4.1 the place, day and time of the meeting;
 - 15.4.2 the general nature of the business to be considered at such meeting; and

- 15.4.3 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.
- 15.5 Notice of Trustees' meetings need not be in Writing.
- 15.6 Article 33 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.
- 15.7 Unless otherwise agreed by resolution of the Trustees, the Trustees shall have at least four meetings a year.
- 16. Participation in Trustees' meetings**
- 16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
- 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 16.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.
- 16.3 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.
- 17. Quorum for Trustees' meetings**
- 17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 17.2 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 two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.
- 17.3 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.
- 18. 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.
- 19. Casting vote**
- 19.1 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.

- 19.2 Article 19.1 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.

20. Majority decisions without a meeting

- 20.1 A decision is taken in accordance with this Article when at least two-thirds of 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. For the purposes of this Article, Trustees who have a conflict of interest or duty which, under Article 21, results in them not being entitled to vote on the matter cannot be counted in the requisite two-thirds majority.

- 20.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by the relevant Trustees or to which the relevant Trustees have otherwise indicated agreement in Writing.

- 20.3 A decision which is made in accordance with this Article 20 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:

20.3.1 Trustee approvals 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;

20.3.2 where applicable, the Trustees must be informed at the time the proposed decision is circulated to the Trustees of the deadline by which Trustees must respond for their vote to be counted;

20.3.3 the Recipient must, following the conclusion of the decision-making process, communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 20.3;

20.3.4 the date of the decision shall be the date on which the Recipient receives the relevant Trustee approval which means that the requisite two-thirds majority stated above in Article 20.1 of all of the Trustees has been reached; and

20.3.5 the Recipient must prepare a minute of the decision in accordance with Article 37 (minutes).

21. Conflicts of interest

Declaration of interests

- 21.1 Unless Article 21.2 applies, a Trustee must declare the nature and extent of:

21.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Company; and

21.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Company or his or her duties to the Company.

21.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

Participation in decision-making

21.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Company, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

21.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Company, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

21.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

- (a) the payment of premiums in respect of indemnity insurance effected in accordance with Article 4.7;
- (b) payment under the indemnity set out at Article 6; and
- (c) reimbursement of expenses in accordance with Article 4.6; or

21.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 21.5.

21.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 21.5, he or she must:

21.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

21.5.2 not be counted in the quorum for that part of the process ; and

21.5.3 withdraw during the vote and have no vote on the matter.

Continuing duties to the Company

21.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

21.6.1 the Trustee shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

21.6.2 the Trustee shall not be accountable to the Company for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

22. Register of Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept.

23. 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.

24. Trustee's discretion to make further rules

Subject to the Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

APPOINTMENT AND RETIREMENT OF TRUSTEES

25. Number of Trustees

There shall be at least two but no more than 15 Trustees.

26. Appointment of Trustees and retirement of Trustees by rotation

26.1 Those persons named in the resolutions adopting these Articles of Association are the Trustees on the date of the adoption of these Articles.

Appointment of Trustees

26.2 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee by a decision of the Trustees.

Automatic retirement

26.3 At every Annual Retirement Meeting one third, or the number nearest to one third of the Trustees, being those who have been longest in office since their last appointment or reappointment, must retire from office. Where more than one third of the Trustees have served for the same period of time since their last appointment or reappointment those Trustees shall agree amongst themselves which Trustees shall retire, or in the

event that agreement cannot be reached, the decision shall be made by lot. The retirement takes effect at the conclusion of the meeting.

- 26.4 The Annual Retirement Meeting shall be the meeting of the Trustees at which the accounts of the Company are adopted.

Maximum term

- 26.5 A retiring Trustee may be reappointed for up to two further terms of office, following which he or she must retire and may not be reappointed until the earlier of:

26.5.1 the anniversary of the commencement of his or her break from office; and

26.5.2 the Annual Retirement Meeting following the Annual Retirement Meeting at which his or her break from office commenced.

- 26.6 If the retirement of a Trustee under Article 26.3 causes the number of Trustees to fall below that set out in Article 25 then the retiring Trustee shall remain in office until a new appointment is made.

Minimum age

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

General

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

27. Disqualification and removal of Trustees

A Trustee shall cease to hold office if:

- 27.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 27.2 he or she is disqualified under the Charities Act 1993 from acting as a trustee of a Company;
- 27.3 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 and Wales which have an effect similar to that of bankruptcy;
- 27.4 a composition is made with his or her creditors generally in satisfaction of his or her debts;
- 27.5 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 27.6 notification is received by the Company from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but

only if at least three Trustees will remain in office when such resignation has taken effect);

- 27.7 he or she is removed from office by the members in accordance with the statutory procedure set out in the Companies Acts;
- 27.8 he or she ceases to be a member of the Company;
- 27.9 he or she is absent for Trustees' meetings during a period of six months or more and the Trustees resolve that he or she be removed for this reason. Such a resolution shall not be passed before the Chair has used reasonable endeavours to discuss with the absent Trustee his or her reasons for absence and the feasibility of his or her continuance as a Trustee, and the outcome of any such discussions has been reported back to the Trustees as a whole, and also not before the absent Trustee has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees; or
- 27.10 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees.

PATRONS

28. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Company on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Company and shall also have the right to receive accounts of the Company when available to members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

29. Trustees as members

- 29.1 The Trustees from time to time shall be the only members of the Company.
- 29.2 A Trustee shall become a member on becoming a Trustee.
- 29.3 The names of the members of the Company 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.

DECISION-MAKING BY MEMBERS

31. Members' Meetings

- 31.1 The Trustees may call a general meeting of the members at any time.
- 31.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

WRITTEN RESOLUTIONS

32. Written resolutions

General

- 32.1 Subject to this Article 32 a written resolution agreed by:
 - 32.1.1 members representing a simple majority; or
 - 32.1.2 (in the case of a special resolution) members representing not less than 75%;of the total voting rights of eligible members shall be effective.
- 32.2 On a written resolution each member shall have one vote.
- 32.3 A written resolution is not a special resolution unless it stated that it was proposed as a special resolution.
- 32.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

Circulation

- 32.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 32.6 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 32.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 32.8 Communications in relation to written resolutions must be sent to the Company's auditors in accordance with the Companies Acts.

Signifying agreement

- 32.9 A member signifies his or her agreement to a proposed written resolution when the Company receives from him or her (or from someone acting on his or her behalf) an authenticated Document:

- 32.9.1 identifying the resolution to which it relates; and
- 32.9.2 indicating the member's agreement to the resolution.
- 32.10 For the purposes of Article 32.9:
 - 32.10.1a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and
 - 32.10.2a Document sent or supplied in Electronic Form is sufficiently authenticated if:
 - (a) the identity of the sender is confirmed in a manner specified by the Company; or
 - (b) where no such manner has been specified by the Company, if the communication contains or is accompanied by a statement of the identity of the sender and the Company has no reason to doubt the truth of that statement.
- 32.11 If the Company gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have agreed that any Document or information relating to that resolution may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

33. Communications by the Company

Methods of communication

- 33.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including without limitation:
 - 33.1.1 in Hard Copy Form;
 - 33.1.2 in Electronic Form; or
 - 33.1.3 by making it available on a website.
- 33.2 Where a Document or information which is required or authorised to be sent or supplied by the Company under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

- 33.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

Deemed delivery

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

Failed delivery

- 33.7 Where any Document or information has been sent or supplied by the Company by Electronic Means and the Company receives notice that the message is undeliverable:
- 33.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Company, the Company is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so;
 - 33.7.2 in all other cases, the Company shall send a Hard Copy of the Document or information to the member's postal address as shown in the Company's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
 - 33.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

Exceptions

- 33.8 Copies of the Company's annual accounts and reports need not be sent to a person for whom the Company does not have a current Address.
- 33.9 Notices of general meetings need not be sent to a member who does not register an Address with the Company, or who registers only a postal address outside the United Kingdom, or to a member for whom the Company does not have a current Address.

34. Communications to the Company

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

35. Secretary and Treasurer

- 35.1 A Secretary may be appointed by the Trustees for such term and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:
 - 35.1.1 anything authorised or required to be given or sent to, or served on, the Company by being sent to its Secretary may be given or sent to, or served on, the Company itself, and if addressed to the Secretary shall be treated as addressed to the Company; and
 - 35.1.2 anything else required or authorised to be done by or to the Secretary of the Company may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.
- 35.2 A Treasurer may be appointed by the Trustees for such term and upon such conditions as they may think fit, and may be removed by them.

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.

37. Minutes

The Trustees must cause minutes to be made:

- 37.1 of all appointments of officers made by the Trustees;
- 37.2 of all resolutions of the Company and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 37.3 of all proceedings at meetings of the Company and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

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

38. Records and accounts

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 annual reports;
- 38.2 annual returns; and
- 38.3 annual statements of account.

39. Exclusion of model articles

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

WINDING UP

40. Winding up

If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any money or property it shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charity or charities having objects similar to or including the objects of the Company; and which prohibits the distribution of its or their income and property to an extent at least as great as is imposed on the Company by Article 4 above, chosen by the members at or before the time of dissolution and if that cannot be done 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:

Term	Meaning
1.1 “Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2 “Annual Retirement Meeting”	has the meaning given in Article 26.4;
1.3 “Articles”	the Company’s articles of association;
1.4 “Chair”	has the meaning given in Article 8;
1.5 “Company”	Global Dialogue
1.6 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.7 “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;
1.8 “Companies Acts”	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
1.9 “Connected ”	<p>in relation to a Trustee means any person falling within any of the following categories:</p> <ul style="list-style-type: none">(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or(b) the spouse or civil partner of any person in (a); or(c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is mentioned at (a) or (b); or(d) any company, partnership or firm of which the Trustee is a paid director, member,

- partner or employee, or shareholder holding more than 1% of the capital;
- 1.10 **“Document”** includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.11 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.12 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.13 **“Public Holiday”** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1.14 **“Secretary”** the secretary of the Company (if any);
- 1.15 **“Trustee”** a director of the Company, and includes any person occupying the position of director, by whatever name called; and
- 1.16 **“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 paragraph 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 Company.