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The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association
of
WaterAid international

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Articles of Association of WaterAid international

PREAMBLE

- A. WaterAid international (“WAI”) brings together the international group of WaterAid organisations to develop a global response to the world’s water and sanitation crisis by transforming the lives of the poorest and most excluded people living without access to safe water, improved hygiene or sanitation.
- B. WAI will help to consolidate relationships between WaterAid organisations and to provide the foundations for further growth of this international network of organisations. It will help to ensure that these organisations share a common vision, mission and values, as well as ensure greater co-ordination of strategy and policy.

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

- 2.1 The objects of WAI are to relieve poverty and suffering in any part of the world through the improvement of water supplies, sanitation and advice on related health matters and to educate the public concerning the nature, causes and effects of such poverty and suffering.

3. Powers

- 3.1 To further its objects WAI may:

- 3.1.1 establish and operate a secretariat to facilitate better co-operation and collaborative working between the WaterAid Members and other organisations which are licensed by the Charity to use the name “WaterAid”;
- 3.1.2 hold intellectual property, including the “WaterAid” name and brand and license such intellectual property to WaterAid Members and associate members;
- 3.1.3 provide and assist in the provision of money, materials or other help;
- 3.1.4 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;

- 3.1.5 publish and distribute books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
- 3.1.6 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;
- 3.1.7 alone or with other organisations 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 which an English and Welsh charity may properly undertake;
- 3.1.8 enter into contracts to provide services to or on behalf of other bodies;
- 3.1.9 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.1.10 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power WAI must comply as appropriate with the Charities Act 1993);
- 3.1.11 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds (WAI must comply as appropriate with the Charities Act 1993 if it wishes to mortgage land);
- 3.1.12 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.13 invest WAI's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.1.14 arrange for investments or other property of WAI to be held in the name of a nominee or nominees (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a Financial Expert or Experts acting under their instructions and pay any reasonable fee required;
- 3.1.15 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.16 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 accept (or disclaim) gifts of money and any other property;
- 3.1.18 raise funds by way of subscription, donation or otherwise;
- 3.1.19 trade in the course of carrying out the objects of WAI and carry on any other trade which is not expected to give rise to taxable profits;

- 3.1.20 incorporate subsidiary companies to carry on any trade;
- 3.1.21 subject to Article 44:
 - (a) 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;
- 3.1.22 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.23 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in WAI's objects);
- 3.1.24 undertake and execute charitable trusts;
- 3.1.25 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of WAI;
- 3.1.26 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;
- 3.1.27 pay out of the funds of WAI the costs of forming and registering WAI;
- 3.1.28 insure the property of WAI against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect WAI;
- 3.1.29 provide indemnity insurance for the Trustees or any other officer of WAI in accordance with section 73F of the Charities Act 1993; and
- 3.1.30 do all such other lawful things as may further WAI's objects.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of WAI shall be applied solely towards the promotion of its objects.

Permitted benefits to WaterAid Members

- 4.2 Except as provided below no part of the income and property of WAI may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by

way of profit to any WaterAid Member. This shall not prevent any payment in good faith by WAI of:

- 4.2.1 any payments made to any WaterAid Member in its capacity as a beneficiary of WAI;
- 4.2.2 reasonable and proper remuneration to any WaterAid Member for any goods or services supplied to WAI provided that if such WaterAid Member is a Connected Person Articles 4.3 and 4.4 shall apply;
- 4.2.3 interest at a reasonable and proper rate on money lent by any WaterAid Member to WAI; and
- 4.2.4 any reasonable and proper rent for premises let by any WaterAid Member to WAI.

Permitted benefits to Trustees and Connected persons

4.3 No Trustee may:

- 4.3.1 sell goods, services or any interest in land to WAI;
- 4.3.2 be employed by, or receive any remuneration from, WAI; or
- 4.3.3 receive any other financial benefit from WAI;

unless the payment is permitted by Article 4.4 or authorised in Writing by the Charity Commission.

4.4 A Trustee may receive the following benefits from WAI:

- 4.4.1 a Trustee or person Connected with a Trustee may receive a benefit from WAI in his, her or its capacity as a beneficiary of WAI;
- 4.4.2 a Trustee may be reimbursed by WAI for, or may pay out of WAI's property, reasonable expenses properly incurred by him or her when acting on behalf of WAI;
- 4.4.3 a Trustee or person Connected with a Trustee may be paid reasonable and proper remuneration by WAI for any goods or services supplied to WAI on the instructions of the Trustees (excluding the service of acting as a Trustee and services performed under a contract of employment with WAI) except that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
- 4.4.4 a Trustee or person Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to WAI;
- 4.4.5 a Trustee or person Connected with a Trustee may receive reasonable and proper rent for premises let to WAI;

- 4.4.6 WAI may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.29; and
- 4.4.7 a Trustee or other officer of WAI may receive payment under an indemnity from WAI in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Articles 4.4.3, 4.4.4 or 4.4.5, Article 21.5 (conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

- 4.5 Article 4.4 (read so that references to “WAI” are replaced by references to “any Subsidiary Company”) shall permit a Trustee or person Connected with a Trustee to receive benefits from a Subsidiary Company provided that Article 4.4.1 shall be treated as though it read “a Trustee or person Connected with a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of WAI or of any Subsidiary Company”.
- 4.6 For any transaction authorised by Articles 4.4 or 4.5, the Trustee’s duty (arising under the Companies Act 2006) to avoid a conflict of interest with WAI shall be disapplied provided the relevant provisions of Articles 4.4 or 4.5 have been complied with.

LIMITATION OF LIABILITY, INDEMNITY AND WINDING UP

5. Liability of WaterAid Members

The liability of each WaterAid Member is limited to £1, being the amount that each WaterAid Member undertakes to contribute to the assets of WAI in the event of its being wound up while he, she or it is a WaterAid Member or within one year after he, she or it ceases to be a WaterAid Member, for:

- 5.1 payment of WAI’s debts and liabilities contracted before he, she or it ceases to be a WaterAid Member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

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

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

7. Trustees' general authority

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

8. WaterAid Members' reserve power

- 8.1 The WaterAid Members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.
- 8.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

9. Chair

The Trustees may appoint one of their number to be the Chair of the Trustees for such term of office and in such manner as may be set out in the WaterAid International Governance Manual approved by the Trustees from time to time.

10. Trustees may delegate

- 10.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.
- 10.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of WAI to any person or committee.
- 10.3 Any delegation by the Trustees may be:
 - 10.3.1 by such means;
 - 10.3.2 to such an extent;
 - 10.3.3 in relation to such matters or territories; and
 - 10.3.4 on such terms and conditions;as they think fit.
- 10.4 If the Trustees so specify, any such delegation may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person to whom they are delegated.
- 10.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of WAI for such purposes and on such conditions as they determine.

11. Committees

11.1 In the case of delegation to committees:

- 11.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee, who need not be Trustees themselves, (although the resolution may allow the committee to make co-options up to a specified number);
- 11.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;
- 11.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
- 11.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
- 11.1.5 no committee shall knowingly incur expenditure or liability on behalf of WAI except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

11.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

12. Delegation of day to day management powers

12.1 In the case of delegation of the day to day management of WAI to a manager or managers:

- 12.1.1 the delegated power shall be to manage WAI by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
- 12.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
- 12.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing WAI and provide them regularly with management accounts which are sufficient to explain the financial position of WAI.

13. Delegation of investment management

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

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

DECISION-MAKING BY TRUSTEES

14. Trustees to take decisions collectively

- 14.1 Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 20.
- 14.2 No decision of the Trustees may be made at a meeting or in accordance with Article 20 unless the Appointed Trustees for the time being appointed by WaterAid in the UK indicate their agreement with the decision.

15. Calling a Trustees' meeting

- 15.1 The Chair or any two Trustees may (and the Secretary, if any, must at the request of the Chair or any 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. Notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

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 three, and unless otherwise fixed it is three 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. Decision-making at meetings

Questions arising at a Trustees' meeting shall normally be decided through discussion and seeking to reach a consensus. If it is not possible to reach a consensus, a matter may be decided by a majority of votes (subject to Article 14.2). In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have but this does not apply if, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

20. Decisions without a meeting

The Trustees may take a unanimous decision without a Trustees' meeting in accordance with this Article by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.

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 WAI; 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 WAI or his or her duties to WAI.

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 WAI, 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 WAI, 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) any benefit received in his, her or its capacity as a beneficiary of WAI and which is available generally to the beneficiaries of WAI;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.1.29;
- (c) payment under the indemnity set out at Article 6; and
- (d) reimbursement of expenses in accordance with Article 4.4.2; 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 A Trustee with a conflict of interest or conflict of duties who is required to comply with this Article 21.5 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 WAI

21.6 Where a Trustee or person Connected with him or her 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 WAI by withholding confidential information from WAI 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 WAI for any benefit (other than one expressly prohibited by or 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. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with WAI or in any transaction or arrangement entered into by WAI which has not previously been declared.

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.

APPOINTMENT AND RETIREMENT OF TRUSTEES

24. Number of Trustees

There shall be at least four Trustees and no more than twelve.

25. Appointment of Trustees and retirement of Trustees by rotation

- 25.1 Those persons notified to the Registrar of Companies as the first directors of WAI shall be the first Trustees.
- 25.2 Thereafter (and when the relevant first Trustee who holds office in accordance with Article 26.1 has left office) each WaterAid Member may appoint one Appointed Trustee by notice in writing to WAI, save for WaterAid in the UK, which may appoint two Appointed Trustees by notice in writing to WAI. An Appointed Trustee shall normally be the chair of the board of the relevant WaterAid Member but in exceptional circumstances if he or she is unwilling or unable to act as such (and in the case of the second Trustee appointed by WaterAid in the UK), the WaterAid Member may appoint someone else to serve as its Appointed Trustee.
- 25.3 Subject to Article 26.6, an Appointed Trustee shall remain in office for so long as he or she is the chair of the board of the WaterAid Member which appointed him or her. If on the date of appointment an Appointed Trustee is not the chair of the board of the WaterAid Member which appointed him or her, his or her term of office shall be prescribed by the WaterAid Member in the notice appointing him or her, subject to a maximum term of three years.
- 25.4 Co-opted Trustees may be appointed by resolution of the Trustees, subject to Article 25.5 for such terms of office as the Trustees think fit up to a maximum of three years, provided that the appointment of a Co-opted Trustee will not cause the total number of Trustees to exceed the limit set out in Article 24.
- 25.5 A Nominations Committee may be established by the Trustees to consider candidates for trusteeship. If there is a Nominations Committee established pursuant to this Article 25.5, no Co-opted Trustee may take office unless he or she has first been recommended by the Nominations Committee. In considering candidates for trusteeship, the Nominations Committee shall have regard to:
- 25.5.1 the balance of skills and expertise among the Trustees and the need to recruit Trustees with particular skills or expertise; and
 - 25.5.2 any competency which may reasonably be required as a prerequisite for serving as a Trustee.
- 25.6 Each WaterAid Member may in exceptional circumstances by notice in writing to WAI remove from office an Appointed Trustee it has appointed and may make a replacing appointment, but it must at the time give a written explanation to WAI of its reasons for doing so.
- 25.7 A Trustee who has reached the end of his or her first term of office may, with the approval of the Trustees, be reappointed as an Appointed Trustee, if he or she is still the chair of the WaterAid Member, or as a Co-opted Trustee.
- 25.8 No person may be appointed as a Trustee unless he or she has:
- 25.8.1 reached the age of 18 years, and
 - 25.8.2 given his or her consent to act as a Trustee,

nor if he or she would be prevented from acting as a Trustee by law.

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

26. Termination of Trustee's appointment

A person ceases to be a Trustee as soon as:

- 26.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 26.2 that person is an Appointed Trustee and:
- 26.2.1 ceases to hold office as Chair of the relevant WaterAid Member, or
 - 26.2.2 is removed from office as an Appointed Trustee by the WaterAid Member who appointed him or her in accordance with Article 25.6;
- 26.3 that person is disqualified under the Charities Act 1993 from acting as a trustee of a charity;
- 26.4 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which has an effect similar to that of bankruptcy;
- 26.5 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 26.6 the Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
- 26.7 notification is received by WAI from the Trustee that the Trustee 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);
- 26.8 the Trustee fails to attend three consecutive meetings of the Trustees and the Trustees resolve that the Trustee be removed for this reason; or
- 26.9 at a general meeting of WAI, a resolution is passed that a Co-opted Trustee be removed from office, provided the meeting has invited the views of the Co-opted Trustee concerned and considered the matter in the light of such views.; or
- 26.10 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that a Co-opted Trustee be removed from office. Such a resolution shall not be passed unless the Co-opted Trustee 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 the option of the Co-opted Trustee being removed, being heard by or of making written representations to the Trustees.

WATERAID MEMBERS

BECOMING AND CEASING TO BE A WATERAID MEMBER

27. Becoming a WaterAid Member

- 27.1 The WaterAid Members shall be the subscribers to the Memorandum of Association of WAI and such other persons or organisations as are admitted to membership by the Trustees in accordance with the Articles.
- 27.2 With the exception of the subscribers to the Memorandum, no person or organisation may become a WaterAid Member of WAI unless:
- 27.2.1 it has applied for WaterAid membership in a manner approved by the Trustees; and
 - 27.2.2 the Trustees have approved the application.
- 27.3 The Trustees shall from time to time prescribe criteria for WaterAid membership, but will not be obliged to accept organisations fulfilling those criteria as WaterAid Members.
- 27.4 The Trustees may at their discretion levy subscriptions on WaterAid Members at such rate or rates as they shall decide.
- 27.5 The names of the WaterAid Members must be entered in the statutory register of members.

28. Termination of WaterAid Membership

- 28.1 WaterAid Membership is not transferable.
- 28.2 A WaterAid Member shall cease to be a WaterAid Member:
- 28.2.1 if the WaterAid Member ceases to exist;
 - 28.2.2 on the expiry of at least twelve months' notice given by the WaterAid Member to WAI of its intention to withdraw;
 - 28.2.3 if any subscription or other sum payable by the WaterAid Member to WAI is not paid on the due date and remains unpaid thirty days after notice served on the WaterAid Member by WAI informing it that it will be removed from WaterAid membership if it is not paid. The Trustees may re-admit to WaterAid membership any entity removed from WaterAid membership on this ground on it paying such reasonable sum as the Trustees may determine;
 - 28.2.4 the WaterAid member loses the right to use the name "WaterAid" under any licence arrangement it has with WAI and the Trustees resolve that it should be removed from WaterAid membership for this reason.

29. Classes of WaterAid Membership

- 29.1 The rights attached to a class of WaterAid membership may only be varied if:
- 29.1.1 three-quarters of the WaterAid Members of that class consent in writing to the variation; or
 - 29.1.2 a special resolution is passed at a separate general meeting of the WaterAid Members of that class agreeing to the variation.
- 29.2 The provisions in the Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of WaterAid Members.

30. WaterAid in the UK voting rights

While WaterAid in the UK remains a member, no decision may be passed by the WaterAid Members at a general meeting or as a written resolution under Article 47 unless WaterAid in the UK votes in favour of the decision. For this purpose, WaterAid in the UK shall constitute a class of member.

31. Associate members

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

ORGANISATION OF GENERAL MEETINGS

32. General meetings

- 32.1 The Trustees may call a general meeting at any time.
- 32.2 The Trustees must call a general meeting if required to do so by the WaterAid Members under the Companies Acts.

33. Length of notice

All general meetings must be called by either:

- 33.1 at least 14 Clear Days' notice; or
- 33.2 shorter notice if it is so agreed by a majority in number of the WaterAid Members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the WaterAid Members.

34. Contents of notice

- 34.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.
- 34.2 If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution.
- 34.3 In every notice calling a meeting of WAI there must appear with reasonable prominence a statement informing the WaterAid Member of his, her or its rights to appoint another person as his, her or its proxy at a general meeting.

35. Service of notice

Notice of general meetings must be given to every WaterAid Member, to the Trustees, to any patron(s) and to the auditors of WAI.

36. Quorum for general meetings

- 36.1 No business (other than the appointment of the chair of the meeting) may be transacted at a general meeting unless a quorum is present.
- 36.2 The quorum shall be a simple majority of WaterAid Members (whether represented in person, by proxy or by a duly authorised representative) provided that WaterAid in the UK is represented in person or by proxy at the meeting.

37. Chairing general meetings

- 37.1 The Chair (if any) or in his or her absence some other Trustee nominated by the Trustees shall preside as chair of every general meeting.
- 37.2 If neither the Chair nor any Trustee nominated in accordance with Article 37.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Trustees present shall elect one of their number to chair the meeting and, if there is only one Trustee present and willing to act, he or she shall be chair of the meeting.
- 37.3 If no Trustee is present and willing to act as chair of the meeting within fifteen minutes after the time appointed for holding the meeting, the WaterAid Members present in person or by proxy and entitled to vote must choose one of the WaterAid Members present in person to be chair of the meeting.

38. Attendance and speaking by Trustees, patrons and non-members

- 38.1 Trustees may attend and speak at general meetings, whether or not they are WaterAid Members.
- 38.2 The chair of the meeting may permit other persons who are not WaterAid Members of WAI to attend and speak at a general meeting.

39. Adjournment

- 39.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
 - 39.1.1 the meeting consents to an adjournment; or
 - 39.1.2 it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 39.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 39.3 When adjourning a general meeting, the chair of the meeting must either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Trustees.
- 39.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, WAI must give at least 7 Clear Days' notice of it:
 - 39.4.1 to the same persons to whom notice of WAI's general meetings is required to be given; and
 - 39.4.2 containing the same information which such notice is required to contain.
- 39.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

40. Voting: general

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

41. Votes

- 41.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a WaterAid Member, a proxy or a duly authorised representative of a WaterAid Member) and entitled to vote shall have one vote.
- 41.2 On a vote on a resolution on a poll at a meeting every WaterAid Member present (whether in person, by proxy or via their duly authorised representative) and entitled to vote shall have one vote.
- 41.3 In the case of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall not be entitled to a casting vote in addition to any other vote he or she may have.

- 41.4 No WaterAid Member shall be entitled to vote at any general meeting unless all monies presently payable by it to WAI have been paid.
- 41.5 The following provisions apply to any organisation that is a WaterAid Member:
- 41.5.1 the WaterAid Member may nominate any individual to act as its representative (“a Nominee”) at any meeting of WAI;
 - 41.5.2 the WaterAid Member must give notice in Writing to WAI of the name of its Nominee. The Nominee will not be entitled to represent the WaterAid Member at any meeting of WAI unless such notice has been received by WAI. The Nominee may continue to represent the WaterAid Member until notice in Writing to the contrary is received by WAI;
 - 41.5.3 a WaterAid Member may appoint a Nominee to represent it at a particular meeting of WAI or at all meetings of WAI until notice in Writing to the contrary is received by WAI;
 - 41.5.4 any notice in Writing received by WAI shall be conclusive evidence of the Nominee’s authority to represent the WaterAid Member or that his or her authority has been revoked. WAI shall not be required to consider whether the Nominee has been properly appointed by the WaterAid Member;
 - 41.5.5 subject to Article 41.1, the Nominee is entitled to exercise (on behalf of the WaterAid Member) the same powers as the WaterAid Member could exercise if it were an individual WaterAid Member;
 - 41.5.6 subject to Article 41.1, on a vote on a resolution at a meeting of WAI, the Nominee has the same voting rights as the WaterAid Member would be entitled to if it was an individual WaterAid Member present in person at the meeting; and
 - 41.5.7 the power to appoint a Nominee under this Article 41.5 is without prejudice to any rights which the WaterAid Member has under the Companies Acts and the Articles to appoint a proxy or a corporate representative.

42. Errors and disputes

- 42.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 42.2 Any such objection must be referred to the chair of the meeting whose decision is final.

43. Poll votes

- 43.1 A poll on a resolution may be demanded:
- 43.1.1 in advance of the general meeting where it is to be put to the vote; or

43.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

43.2 A poll may be demanded by:

43.2.1 the chair of the meeting;

43.2.2 the Trustees;

43.2.3 two or more persons having the right to vote on the resolution;

43.2.4 any person, who, by virtue of being appointed proxy for one or more WaterAid Members having the right to vote on the resolution, holds two or more votes; or

43.2.5 a person or persons representing not less than one tenth of the total voting rights of all the WaterAid Members having the right to vote on the resolution.

43.3 A demand for a poll may be withdrawn if:

43.3.1 the poll has not yet been taken; and

43.3.2 the chair of the meeting consents to the withdrawal.

43.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

44. Content of Proxy Notices

44.1 Proxies must be appointed by a notice in Writing (a "Proxy Notice").

44.2 A Proxy Notice shall be in such form as the Trustees may approve.

44.3 Proxy Notices must be signed by or on behalf of the WaterAid Member appointing the proxy, or authenticated in such manner as the Trustees may determine.

44.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

44.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

44.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

45. Delivery of Proxy Notices

45.1 A Proxy Notice and any evidence of the authority under which it is executed may:

45.1.1 be deposited at the registered office of WAI or at such other place within the United Kingdom as is specified in the notice convening the meeting or in

any instrument of proxy sent out by WAI in relation to the meeting provided it is received at such place at least 48 hours (not including any part of a day that is a Saturday, Sunday or Bank Holiday in England) before the time for holding the meeting or adjourned meeting at which the person named in the Proxy Notice proposes to vote; or

45.1.2 where an Address for the purpose of sending or receiving Documents or information by Electronic Means has been specified:

- (a) in the notice calling the meeting; or
- (b) in any instrument of proxy sent out by WAI in relation to the meeting; or
- (c) in any invitation to appoint a proxy issued by WAI in relation to the meeting;

be sent by Electronic Means to that Address provided it is received at such Address at least 48 hours (not including any part of a day that is a Saturday, Sunday, Christmas day, Good Friday or Bank Holiday in England) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

and a Proxy Notice which is not deposited, sent or received in a manner so permitted shall be invalid.

45.2 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by evidence in Writing of the authority of the person who executed it to execute it on the appointor's behalf.

45.3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to WAI by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the Proxy Notice is not valid.

45.4 An appointment under a Proxy Notice may be revoked by delivering to WAI a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

45.5 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

46. Amendments to resolutions

46.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- 46.1.1 notice of the proposed amendment is given to WAI in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours (not including any part of a day that is a Saturday, Sunday, Christmas day, Good Friday or Bank Holiday in England) before the

meeting is to take place (or such later time as the chair of the meeting may determine); and

- 46.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.
- 46.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - 46.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - 46.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 46.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

47. Written resolutions

- 47.1 Subject to Article 47.3, a written resolution of WAI passed in accordance with this Article 47 shall have effect as if passed by WAI in general meeting:
 - 47.1.1 A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible WaterAid Members.
 - 47.1.2 A written resolution is passed as a special resolution if it is passed by WaterAid Members representing not less than 75% of the total voting rights of eligible WaterAid Members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 47.2 In relation to a resolution proposed as a written resolution of WAI the eligible WaterAid Members are the WaterAid Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.
- 47.3 A WaterAid Members' resolution under the Companies Acts removing a Trustee or an auditor before the expiry of his or her term of office may not be passed as a written resolution.
- 47.4 A copy of the written resolution must be sent to every eligible WaterAid Member together with a statement informing the WaterAid Member how to signify its agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written resolutions shall be sent to WAI's auditors in accordance with the Companies Acts.
- 47.5 A WaterAid Member signifies its agreement to a proposed written resolution when WAI receives from it an authenticated Document identifying the resolution to which it relates and indicating its agreement to the resolution.

- 47.5.1 If the Document is sent to WAI in Hard Copy Form, it is authenticated if it bears the signature of a person authorised to sign on behalf of the WaterAid Member.
- 47.5.2 If the Document is sent to WAI by Electronic Means, it is authenticated if it bears the signature of a person authorised to sign on behalf of the WaterAid Member or if the identity of the WaterAid Member is confirmed in a manner specified by the Trustees.
- 47.6 A written resolution is passed when the required majority of eligible WaterAid Members have signified their agreement to it.
- 47.7 A proposed written resolution lapses if it is not passed within 56 days beginning with the Circulation Date.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

48. Communications

- 48.1 Subject to the provisions of the Companies Acts and these Articles, a Document or information (including any notice) to be given, sent or supplied to any person may be given, sent or supplied in Hard Copy Form or in Electronic Form, provided that a Document or information (including any notice) may only be given, sent or supplied in Electronic Form if:
 - 48.1.1 the recipient has agreed (generally or specifically) that the Document or information may be sent or supplied in that manner; or
 - 48.1.2 if the recipient is deemed to have so agreed in accordance with the Companies Acts;and has not revoked that agreement.
- 48.2 Any Document or information (including any notice) sent to a WaterAid Member by WAI under the Articles will usually be sent by Electronic Means to an Address specified for the purpose by the WaterAid Member, but may also be sent to the WaterAid Member's postal address as shown in WAI's register of members, provided that WAI is not required to send notice of a general meeting or a copy of its annual report and accounts to a WaterAid Member for whom it no longer has a valid Address.
- 48.3 Any Document to be sent or supplied by a WaterAid Member to WAI under the Articles may only be sent or supplied:
 - 48.3.1 in the case of Documents in Hard Copy Form, by sending or delivering them to WAI's registered office or to such other address as may be specified by WAI; or
 - 48.3.2 in the case of Documents in Electronic Form, by sending them by Electronic Means to an Address notified to the WaterAid Members for that purpose.

- 48.4 A WaterAid Member present in person or by proxy at any meeting of WAI shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- 48.5 Where any Document or information is sent or supplied under the Articles:
- 48.5.1 Where the Document or information is sent or supplied by post, service or delivery shall be deemed to be effected 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.
- 48.5.2 Where the Document or information is sent or supplied by Electronic Means to an Address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.
- 48.6 A Trustee may agree with WAI that notices or Documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 48.7 Where any Document or information has been sent or supplied by WAI by Electronic Means and WAI receives notice that the message is undeliverable:
- 48.7.1 if the Document or information has been sent to a WaterAid Member and is notice of a general meeting of WAI or a copy of the annual report and accounts of WAI, WAI is under no obligation to send a Hard Copy of the Document or information to the WaterAid Member's postal address as shown in WAI's register of WaterAid Members, but may in its discretion choose to do so; and
- 48.7.2 in all other cases, WAI will send a Hard Copy of the Document or information to the WaterAid Member's postal address as shown in WAI's register of WaterAid Members, or in the case of a recipient who is not a WaterAid Member, to the last known postal address for that person.
- 48.7.3 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.

49. Secretary

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

- 49.1 anything authorised or required to be given or sent to, or served on, WAI by being sent to its Secretary may be given or sent to, or served on, WAI itself, and if addressed to the Secretary shall be treated as addressed to WAI; and

- 49.2 anything else required or authorised to be done by or to the Secretary of WAI may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

50. 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.

51. Minutes

- 51.1 The Trustees must cause minutes to be made in books kept for the purpose:

- 51.1.1 of all appointments of officers made by the Trustees;
- 51.1.2 of all resolutions of WAI and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 51.1.3 of all proceedings at meetings of WAI 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 WaterAid Member or Trustee of WAI, be sufficient evidence of the proceedings.

- 51.2 Minutes made pursuant to Articles 51.1.2 and 51.1.3 must be kept for at least ten years from the date of the meeting, resolution or decision.

52. Records and accounts

- 52.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a WaterAid 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:

- 52.1.1 annual reports;
- 52.1.2 annual returns; and
- 52.1.3 annual statements of account.

53. Regulations

The Trustees may, from time to time, make, repeal or alter regulations as to the management of WAI and its affairs, the duties of any officers or employees of WAI,

the conduct of business of the Trustees or any committee and any of the matters or things within the powers or under the control of the Trustees. Such regulations must not be inconsistent with the Companies Acts, the Articles or any rule of law.

54. Provision for employees on cessation of business

The Trustees may decide to make provision for the benefit of persons employed or formerly employed by WAI or any of its subsidiaries (other than a Trustee or former Trustee or shadow Trustee) in connection with the cessation or transfer to any person of the whole or part of the undertaking of WAI or that subsidiary.

55. Winding up

If any property remains after WAI has been wound up or dissolved and the debts and liabilities have been satisfied it shall be applied in the following manner:

- 55.1 If WaterAid in the UK is then in existence, it shall be paid or distributed to WaterAid in the UK to be applied for the charitable purposes of WAI;
- 55.2 If WaterAid in the UK is not then in existence, it shall be paid or distributed to the WaterAid Members (in such proportions as the Trustees may decide) to be applied for the charitable purposes of WAI;
- 55.3 and otherwise it may not be paid to or distributed among the members but must be given to some other institution or institutions with similar objects which is or are regarded as charitable under the law of every part of the United Kingdom. The institution or institutions to benefit may be chosen by resolution of the Trustees at or before the time of winding up or dissolution.

56. Exclusion of model articles

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

57. Review

The Trustees shall review these Articles three years after their adoption and in particular shall review whether the rights afforded WaterAid in the UK remain appropriate.

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 “Appointed Trustee”	a Trustee appointed by a WaterAid Member in accordance with Article 25.2;
1.3 “Articles”	WAI’s articles of association;
1.4 “Chair”	has the meaning given in Article 9;
1.5 “Circulation Date”	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.6 “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;
1.7 “Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to WAI;
1.8 “Connected”	in relation to a Trustee means any person falling within any of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; (b) the spouse or civil partner of any person in (a); (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 in which the Trustee is a director, member,

partner or employee and from which he or she derives benefits in money or money's worth (other than by virtue only of being shareholder in a company holding no more than 1% of the share capital of that company);

- 1.9 **“Co-opted Trustee”** a Trustee appointed by the Trustees in accordance with Article 25.4;
- 1.10 **“Document”** 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 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.13 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.14 **“Proxy Notice”** has the meaning given in Article 44;
- 1.15 **“Secretary”** the company secretary of WAI (if any);
- 1.16 **“Subsidiary Company”** any company in which WAI holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 1.17 **“Trustee”** a director of WAI, and includes any person occupying the position of director, by whatever name called (and the Trustees collectively may be referred to as “the international board of WaterAid”);
- 1.18 **“WAI”** WaterAid international;
- 1.19 **“WaterAid Members”** the members of WAI for the purposes of the Companies Acts and these Articles;
- 1.20 **“WaterAid in the UK”** WaterAid, a charitable company limited by guarantee registered in England and Wales with company registration number 1787329 and charity registration number 288701; and
- 1.21 **“Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether

sent or supplied in Electronic Form or otherwise.

2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on WAI.