

**Constitution
of
GiveWell UK**

Name: Dan Brown

Signed: *Dan Brown*
Dan Brown (Mar 11, 2021 22:17 GMT)

Date: Mar 11, 2021

Name: Luke Ding

Signed: *Luke Ding*
Luke Ding (Mar 11, 2021 19:31 GMT)

Date: Mar 11, 2021

Name: Elie Hassenfeld

Signed: *Elie Hassenfeld*
Elie Hassenfeld (Mar 12, 2021 08:55 PST)

Date: Mar 12, 2021



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Constitution of a Charitable Incorporated Organisation

Date of constitution

.....

1. Name

The name of the Charitable Incorporated Organisation (“the Charity”) is **GiveWell UK**.

2. National location of principal office

The Charity must have a principal office in England or Wales. The principal office of the Charity is in England.

3. Objects

3.1 The objects of the Charity are such purposes as are regarded as exclusively charitable under the law of England and Wales.

3.2 Nothing in this constitution shall authorise an application of the property of the Charity for purposes which are not charitable.

4. Powers

4.1 The Charity has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the Charity’s powers include (but are not limited to) power to:

4.1.1 borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The Charity must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;

4.1.2 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;

4.1.3 sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;

4.1.4 employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to Trustees and Connected Persons) and provided it complies with the conditions of those clauses;

4.1.5 deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the Charity to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

4.1.6 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;

4.1.7 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;

4.1.8 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available;

- 4.1.9 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;
- 4.1.10 enter into contracts to provide services to or on behalf of other bodies;
- 4.1.11 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to “charity trustees” in the said Section 189(1) shall be treated as references to officers of the Charity);
- 4.1.12 incorporate and acquire subsidiary companies to carry on any trade; and
- 4.1.13 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits.

5. Application of income and property

- 5.1 The income and property of the Charity must be applied solely towards the promotion of the objects.
- 5.2 None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Trustee receiving:
 - 5.2.1 a benefit from the Charity as a beneficiary of the Charity;
 - 5.2.2 assets of the Charity on the dissolution of the Charity in accordance with clause 35; and
 - 5.2.3 reasonable and proper remuneration for any goods or services supplied to the Charity.
- 5.3 Nothing in this clause shall prevent a Trustee or Connected Person receiving any benefit or payment which is authorised by clause 6.

6. Benefits and payments to Trustees and Connected Persons

General provisions

- 6.1 No Trustee or Connected Person may:
 - 6.1.1 buy or receive goods or services from the Charity on terms preferential to those applicable to members of the public;
 - 6.1.2 sell goods, services, or any interest in land to the Charity;
 - 6.1.3 be employed by, or receive any remuneration from, the Charity; and/or
 - 6.1.4 receive any other financial benefit from the Charityunless:
 - 1) the payment or benefit is permitted by clause 6.2 or authorised by the court or the Charity Commission; and
 - 2) the Trustee concerned (including, in the case of a Connected Person, the Trustee to whom the Connected Person is connected) has complied with clause 16.1.

- 6.2 A Trustee or Connected Person may receive the following benefits from the Charity:
- 6.2.1 A Trustee or Connected Person may receive a benefit from the Charity as a beneficiary of the Charity.
- 6.2.2 A Trustee or Connected Person may be paid reasonable and proper remuneration by the Charity for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as a Trustee and services performed under a contract of employment with the Charity) provided that this provision may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee).
- 6.2.3 A Trustee or Connected Person may receive interest on money lent to the Charity at a reasonable and proper rate.
- 6.2.4 A Trustee or Connected Person may receive reasonable and proper rent for premises let by the Trustee or Connected Person to the Charity.
- 6.2.5 A Trustee or Connected Person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.
- 6.2.6 A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- 6.2.7 A Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011, provided that where benefits are conferred under clause 6.2, clause 16 (Trustee interests and management of conflicts of interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.
- 6.3 In this clause 6 "the Charity" includes any company in which the Charity:
- 6.3.1 holds more than 50% of the shares; or
- 6.3.2 controls more than 50% of the voting rights attached to the shares; or
- 6.3.3 has the right to appoint one or more directors to the board of the company.

7. Liability of members to contribute to the assets of the Charity if it is wound up

- 7.1 If the Charity is wound up, each member of the Charity is liable to contribute to the assets of the Charity such amount (but not more than £1) as may be required for payment of the debts and liabilities of the Charity contracted before that person or organisation ceases to be a member, for payment of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributing members among themselves.
- 7.2 In clause 7.1 "member" includes any person or organisation that was a member of the Charity within 12 months before the commencement of the winding up.
- 7.3 But subject to that, the member(s) of the Charity have no liability to contribute to its assets if it is wound up, and accordingly have no personal responsibility for the settlement of its debts and liabilities beyond the amount that they are liable to contribute.

8. Trustees

Functions and duties of Trustees

- 8.1 The Trustees shall manage the affairs of the Charity and may for that purpose exercise all the powers of the Charity. It is the duty of each Trustee:
- 8.1.1 to exercise his or her powers and to perform his or her functions in his or her capacity as a trustee of the Charity in the way he or she decides, in good faith, would be most likely to further the purposes of the Charity; and
- 8.1.2 to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances, having regard in particular:
- 1) to any special knowledge or experience that he or she has or purports to have; and
 - 2) if he or she acts as a Trustee of the Charity in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

Eligibility for trusteeship

- 8.2 No one may be appointed as a Trustee if he or she is under the age of 18 years.

Number of Trustees

- 8.3 There must be at least three Trustees. If the number falls below this minimum, the remaining Trustee or Trustees may act only to call a meeting of the Trustees, or appoint a new Trustee.

First Trustees

- 8.4 The first Trustees of the Charity are:

- 1) Dan Brown
- 2) Luke Ding
- 3) Elie Hassenfeld

9. Appointment and retirement of Trustees

- 9.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of clause 11, may be appointed to be a Trustee by a decision of the Member.

Automatic retirement

- 9.2 Each Trustee shall retire from office at the first meeting of the Trustees falling at least three years after the commencement of his or her term of office.

- 9.3 The retirement takes effect at the conclusion of the meeting.

Maximum Term

- 9.4 Retiring Trustees may be reappointed but a Trustee who has served for three terms of office may not be reappointed unless the circumstances set out in clause 9.5 below apply.

- 9.5 In exceptional circumstances, the Member may determine that a Trustee who has served for three terms of office may be reappointed for one further term of office.

- 9.6 If the retirement of a Trustee under clause 9.2 causes the number of Trustees to fall below the minimum set out in clause 8.3 then the retiring Trustee shall remain in office until a new appointment is made.

10. Information for new Trustees

- 10.1 The Trustees will make available to each new Trustee, on or before his or her first appointment:

10.1.1 a copy of this constitution (as subsequently amended); and

10.1.2 a copy of the Charity's latest Trustees' Annual Report and statement of accounts.

11. Disqualification, retirement and removal of Trustees

- 11.1 A Trustee ceases to hold office if:

11.1.1 he or she is removed by way of notice served on the Charity by the Member;

11.1.2 he or she retires by notifying the Charity in writing (but only if at least three Trustees will remain in office when the notice of resignation takes effect);

11.1.3 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason;

11.1.4 the Trustees reasonably believe that 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;

11.1.5 he or she is disqualified under the Charities Act 2011 from acting as a Trustee; or

11.1.6 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.

12. Chair and Vice Chair

12.1 The Member may appoint one of the Trustees to be the Chair of the Trustees for such term as the Member decides. The Member may remove the Chair from office by notice in writing to the Charity.

12.2 The Trustees may appoint any one of their number to be the Vice Chair of the Trustees for a term of the three years. The Trustees may at any time remove him or her from that office.

12.3 The Vice Chair shall serve in that position for a maximum of two terms and may in exceptional circumstances and at the discretion of the Trustees serve for one further term in office.

13. Taking of decisions by Trustees

- 13.1 Any decision of the Trustees may be taken either:

13.1.1 at a meeting of the Trustees called and held in accordance with clause 14; or

13.1.2 by resolution in writing or electronic form agreed by a majority of the Trustees in accordance with clause 15, which may comprise either a single document or several documents containing the text of the resolution in like form to each of which one or more charity trustees has signified their agreement or otherwise indicated their agreement in writing.

14. Meetings of Trustees

Calling Meetings

- 14.1 The Chair or any two Trustees may call a meeting of the Trustees.
- 14.2 Subject to that, the Trustees shall decide how their meetings are to be called, and what notice is required.
- 14.3 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 14.3.1 all the Trustees agree; or
 - 14.3.2 urgent circumstances require shorter notice.
- 14.4 In deciding on the date and time of any Trustees' meeting, the Trustees calling, or requesting the Secretary (if any) to call, the meeting must try to ensure, subject to the urgency of any matter to be discussed at the meeting, that as many Trustees as practicable are likely to be available to participate.
- 14.5 Notice of Trustees' meetings must be given to each Trustee.
- 14.6 Every notice calling a Trustees' meeting must specify:
 - 14.6.1 the place, day and time of the meeting;
 - 14.6.2 the general nature of the business to be considered at such meeting; and
 - 14.6.3 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.
- 14.7 Notice of Trustees' meetings need not be in writing.

Chairing of Trustees' meetings

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

Procedure at Trustees' meetings

- 14.9 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 14.10 The quorum for a Trustees' meetings may be fixed from time to time by a decision of the Trustees, but unless otherwise fixed it is two. A Trustee shall not be counted in the quorum when any decision is made about a matter upon which he or she is not entitled to vote, and where such matters therefore prevent all but one Trustee from voting, then for that matter only the quorum shall be one.
- 14.11 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.
- 14.12 Questions arising at a meeting shall be decided by a majority of the Trustees present and voting.
- 14.13 In the case of an equality of votes, the Chair of the meeting shall have a second or casting vote. This does not apply if, in accordance with the constitution, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

Participation in meetings by Electronic Means

- 14.14 Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
- 14.14.1 the meeting has been called and takes place in accordance with the constitution; and
- 14.14.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 14.15 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or the means used by the Trustees to communicate with each other.

15. Trustees' decision making outside meetings

- 15.1 The Trustees may make a majority decision without holding a meeting if:
- 15.1.1 a Trustee has become aware of a matter on which the Trustees need to make a decision;
- 15.1.2 that Trustee has taken all reasonable steps to make all the other Trustees aware of the matter and the decision to be taken; and
- 15.1.3 a majority of Trustees vote in favour of a particular decision on that matter (unless the Trustees decide on a higher majority for such decisions).
- 15.2 A decision of the Trustees taken by majority under this clause 15 shall be as valid and effectual as if it had been taken at a Trustees' meeting duly convened and held. The Trustees may at their discretion decide to require a higher threshold of agreement than a simple majority, in which case Trustees shall indicate at the time of decision whether the higher majority shall apply to all subsequent decisions made under this clause 15 until revoked by the Trustees or shall have a lesser application, such as to a single decision.
- 15.3 Trustees participating in the taking of a majority decision in accordance with this clause 15:
- 15.3.1 may be in different places, and may participate at different times; and
- 15.3.2 may communicate with each other by any means.
- 15.4 No decision shall be taken by the Trustees in accordance with this clause unless a quorum participates in the decision-making process. The quorum shall be the same as the quorum for Trustees' meetings as set out in clause 14.10.
- 15.5 A minute of the decision must be prepared in accordance with clause 30.

16. Trustee interests and management of conflicts of interest

- 16.1 Subject to the Charities Act 2011 and this clause 16, any situation which gives rise to an interest or duty which causes or would cause a Trustee to be or become a Member Connected Trustee is hereby authorised.

Declaration of interests

- 16.2 A Trustee must declare the nature and extent of:
- 16.2.1 any direct or indirect material interest which he or she has in a proposed transaction or arrangement with the Charity; and
- 16.2.2 any direct or indirect interest or any duty which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.

Participation in decision-making

16.3 If a Trustee's interest or duty cannot reasonably be regarded as giving rise to a conflict of interest or a conflict of duties with or in respect of the Charity, 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. For the avoidance of doubt, the following transactions or arrangements shall be presumed as not reasonably likely to give rise to a conflict of interest provided all of the Trustees have the same interest:

16.3.1 approval of trustee expenses policies;

16.3.2 payment of premiums for trustee indemnity insurance; and

16.3.3 receipt by a Trustee in his or her capacity as beneficiary of the charity of benefits which are available generally to all beneficiaries.

16.4 Subject to clause 16.5, 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 Charity, he or she must:

16.4.1 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;

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

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

16.5 Where a Trustee is a Member Connected Trustee and the decision:

16.5.1 relates to an agreement between the Charity and the Member;

16.5.2 relates to the nature of the Charity's relationship with the Member; or

16.5.3 is likely to materially and directly affect the financial interests of the Member,

then for the avoidance of doubt such Trustee shall comply with clause 16.4, provided that such Trustee shall not be required to comply with clause 16.4 in relation to any decision where it is proposed that the Charity is to make a grant(s) to the Member for the exclusive purpose of the Member transferring such grant(s) to another organisation to use for exclusively charitable purposes.

Register of Trustees' interests

16.6 The Trustees must ensure a register of Trustees' interests is kept.

17. Trustees may delegate

17.1 Subject to this constitution, the Trustees may delegate any of their powers or functions to any committee.

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

17.3 Any delegation by the Trustees may be:

17.3.1 by such means;

- 17.3.2 to such an extent;
- 17.3.3 in relation to such matters or territories; and
- 17.3.4 on such terms and conditions,
as they think fit.
- 17.4 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.
- 17.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 17.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

18. Committees

- 18.1 In the case of delegation to committees:
 - 18.1.1 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);
 - 18.1.2 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;
 - 18.1.3 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;
 - 18.1.4 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;
 - 18.1.5 the terms of reference of the committee must not include any provisions which are inconsistent with the requirements of this constitution (so far as any such requirements may apply to a committee); and
 - 18.1.6 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 18.2 The meetings and proceedings of any committee shall be governed by the provisions of this constitution regulating the meetings and proceedings of the Trustees so far as they apply.

19. Delegation of day to day management powers

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

- 19.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

20. Delegation of investment management

- 20.1 The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:
- 20.1.1 the investment policy is set down in writing for the Financial Expert or Experts by the Trustees;
- 20.1.2 timely reports of all transactions are provided to the Trustees;
- 20.1.3 the performance of the investments is reviewed regularly with the Trustees;
- 20.1.4 the Trustees are entitled to cancel the delegation arrangement at any time;
- 20.1.5 the investment policy and the delegation arrangements are reviewed regularly;
- 20.1.6 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
- 20.1.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

21. Membership of the Charity

- 21.1 Unless the Member resolves otherwise, the Member shall be the sole member of the Charity.
- 21.2 In the event of a bona fide reconstruction of the Member without insolvency the Member's successor organisation shall automatically become a Member of the Charity.
- 21.3 If the Member goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency, or has an administrator or a receiver or an administrative receiver appointed over all its assets, or an order made or a resolution passed for its winding up, the Member's membership shall automatically cease, and the Trustees then in office shall, if willing to act, be the members of the Charity, and if not so willing, shall appoint a new member or members, and the relevant provisions of this Constitution shall be interpreted accordingly.
- 21.4 The Member shall appoint an individual to represent it at meetings of the Charity and the name of such representative or his or her alternate(s) from time to time and the fact that he or she is the representative of the Member or is an alternate(s) of such representative shall be noted in the register of members. The Member shall be able to replace its representative and his or her alternate(s) with another individual(s) by giving notice in writing to the Charity.

22. Decisions which must be made by the member(s)

- 22.1 Any decision to:
- 22.1.1 amend the constitution of the Charity;
- 22.1.2 amalgamate the Charity with, or transfer its undertaking to, one or more other charitable incorporated organisations, in accordance with the Charities Act 2011; or
- 22.1.3 wind up the Charity voluntarily or dissolve the Charity (including transferring its business to any other charity),
- must be made by a resolution of the member(s) of the Charity (and not a resolution of the Trustees).

22.2 The member(s) of the Charity must exercise the powers which it has in its capacity as member in the way that it decides, in good faith, would be most likely to further the objects of the Charity.

23. Members' Decisions

General Provisions

23.1 Decisions of the member(s) of the Charity may be taken either:

23.1.1 by means of a resolution passed at a general meeting (in accordance with clause 23.2); or

23.1.2 by means of a written resolution (as provided in clause 23.4).

Taking decisions at a meeting

23.2 Unless clause 23.3 applies, a resolution at a meeting must be passed by a simple majority of those members voting at the meeting (including votes cast by postal or email ballot, and proxy votes).

23.3 The following resolutions must be passed by a 75% majority of those members voting at the meeting (including votes cast by postal or email ballot, and proxy votes):

23.3.1 any decision to amend the constitution of the Charity;

23.3.2 any decision to amalgamate the Charity with, or transfer its undertaking to, one or more other charities, in accordance with the Charities Act 2011; or

23.3.3 any decision to wind up the Charity voluntarily or dissolve the Charity.

Taking decisions by written resolution

23.4 The member(s) of the Charity may make decisions by resolution in writing. The member(s) signifies its agreement by sending to the Charity a document to that effect signed on its behalf or authenticated in any other manner agreed by the Trustees.

24. General meetings of members

Calling of general meetings of members

24.1 Any two Trustees may call a general meeting of the member(s) of the Charity for the purpose of discharging any business which must by law be discharged by a resolution of the member(s) of the Charity as specified in clause 23.

Notice of general meetings of the members

24.2 At least 14 Clear Days' notice of a general meeting of the member(s) of the Charity must be given to the member(s).

24.3 If the member(s) of the Charity agrees, any resolution may be proposed and passed at the meeting even though the requirements of clause 24.2 have not been met.

24.4 The notice of any general meeting must:

24.4.1 state the place, date and time and date of the meeting; and

24.4.2 give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting.

24.5 Clause 33 shall apply when determining when notice of a general meeting is received.

Procedure at general meetings of the members

24.6 Chairing of general meetings

24.6.1 The Chair of the Trustees or in his or her absence some other Trustee nominated by the Trustees shall, if present at the general meeting and willing to act, preside as chair of the meeting.

24.7 Quorum at general meetings

24.7.1 No business other than the appointment of the chair of the meeting may be transacted at any general meeting unless a quorum is present when the meeting starts.

24.7.2 The Member may constitute a quorum on its own for as long as the Charity has a sole member. If further members are admitted pursuant to clause 21 the quorum shall be:

- 1) two persons entitled to vote on the business to be transacted (each being a member or an authorised representative of a corporate member); or
- 2) 10% of the total membership (represented in person, or via authorised representative of a corporate member),

whichever is the greater.

24.8 Voting at general meetings

24.8.1 A resolution put to the vote of a meeting shall be decided on a show of hands. On a vote on a show of hands every member (or representative of the Member pursuant to clause 21.4) present at the meeting shall have one vote.

24.9 Participation in general meetings by Electronic Means

24.9.1 A person is able to participate in a general meeting, or part of a general meeting, when:

- 1) the meeting has been called and takes place in accordance with the constitution; and
- 2) the participant can communicate to all those attending the meeting any information or opinions he or she has on any particular item of the business of the meeting.

24.9.2 In determining whether a person is participating in a general meeting, it is irrelevant where he or she is or what means he or she uses to communicate with others attending the meeting.

25. Validity of Trustee actions

25.1 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.

26. Irregularities

26.1 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.

27. Secretary

27.1 A secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them.

28. Contracts and documents

28.1 Contracts may be made on behalf of the Charity, by a person acting under the express or implied authority of the Charity.

28.2 Documents may be executed by the Charity by being signed by at least two of the Trustees.

28.3 A Charity may, by instrument executed as a deed, empower a person, either generally or in respect of specific matters, as its attorney to execute deeds or other documents on its behalf.

29. Keeping of Registers

29.1 The Charity must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, a (combined) register of its members and Trustees.

30. Minutes

30.1 The Trustees must keep minutes of all:

30.1.1 appointments of officers made by the Trustees;

30.1.2 proceedings at general meetings of the Charity;

30.1.3 meetings of the Trustees and committees of Trustees, including:

1) the names of the Trustees present at the meeting;

2) the decisions made at the meetings; and

3) where appropriate the reasons for the decisions;

30.1.4 resolutions and decisions made by the Trustees and members of the Charity otherwise than in meetings.

31. Accounting records, accounts, annual reports and returns, register maintenance

31.1 The Trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, the preparation and scrutiny of statements of accounts, and the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the Charity, within 10 months of the financial year end.

31.2 The Trustees must inform the Charity Commission within 28 days of any change in the particulars of the Charity entered on the Central Register of Charities.

32. Rules

32.1 The Trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity, but such rules or bye laws must not be inconsistent with any provision of this constitution.

33. Communications

Communications to the Charity

- 33.1 Any member or Trustee of the Charity may send documents or information to the Charity:
- 33.1.1 by hand; or
- 33.1.2 by post,
by sending it to the principal office or any other address specified by the Charity for this purpose.
- 33.2 Any member or Trustee of the Charity may send documents or information to the Charity in Electronic Form or by Electronic Means (for example by email), provided that:
- 33.2.1 In the case of documents or information sent in Electronic Form, the Charity has agreed (generally or specifically) to receive documents or information in that form (and has not revoked that agreement), or is treated as having agreed to receive documents or information in that form under clause 33.8.
- 33.2.2 Documents or information sent by Electronic Means must be sent to either:
- 1) an address specified by the Charity for the purpose; or
 - 2) an address to which clause 33.8 applies.
- 33.3 Communications sent by Electronic Means must be authenticated in a manner which is satisfactory to the Charity.

Communications by the Charity

- 33.4 The Charity may send documents or information to any member or Trustee of the Charity by hand or by post, by handing it to him or her or by sending it to:
- 33.4.1 an address specified for the purpose by the intended recipient; or
- 33.4.2 his or her address as shown in the Charity's combined register of members or Trustees;
- 33.4.3 where the Charity is unable to obtain an address falling within clauses 33.4.1 or 33.4.2, the intended recipient's last address known to the Charity.
- 33.5 The Charity may send or supply documents or information to any member or Trustee of the Charity in Electronic Form or by Electronic Means (including by email or by making it available on a website), provided that:
- 33.5.1 the intended recipient has agreed (generally or specifically) to receive documents or information in that form or by such means (and has not revoked that agreement); or
- 33.5.2 (in the case of documents or information sent in Electronic Form) the intended recipient is treated as having agreed to receive documents or information in that form or by such means under clause 33.6; or
- 33.5.3 (in the case of documents or information made available via a website) the intended recipient is treated as having agreed to receive documents or information in that manner under paragraph 10 of Schedule 3 of the General Regulations.
- 33.6 Any member or Trustee of the Charity, by virtue of becoming a member of the Charity and by providing the Charity with his or her email address or similar, is taken to have agreed to receive communications from the Charity in Electronic Form at that address, unless the member has indicated to the Charity his or her unwillingness to receive such communications in that form.

- 33.7 When communicating any notice or proposal via a website, the Trustees must take reasonable steps to ensure that members and Trustees are promptly notified of the publication of any such notice or proposal.

Charity's deemed agreement to electronic communications

- 33.8 If the Charity sends or supplies documents or information to another person in Electronic Form:
- 33.8.1 the Charity is treated as having agreed to accept a response in Electronic Form; and
- 33.8.2 where the document or information is sent or supplied by the Charity by Electronic Means from an electronic address, or the Charity has given such an address in the document or information (subject to any limitations specified when providing that address), the Charity is treated as having agreed to the response being sent by Electronic Means to that address.

Deemed Delivery

- 33.9 Where any document or information is sent or supplied by the Charity to the Trustees or the members of the Charity:
- 33.9.1 where it is sent by post it is deemed to be received 10 business days after it is posted;
- 33.9.2 where it is sent or supplied by Electronic Means (for example by email) it is deemed to be received on the same day that it is sent;
- 33.9.3 where it is sent or supplied by means of a website, it is deemed to be received:
- 1) when the material is first made available on the website; or
 - 2) if later, when the intended recipient received (or is treated as having received) notice of the fact that the material is available on the website.
- 33.10 The intended recipient of a document or information may agree generally or specifically with the Charity that it is deemed to be received within a shorter period than that specified in clause 33.9.

34. Amendment of constitution

- 34.1 This constitution can be amended by a resolution of the member(s) passed in accordance with this constitution.
- 34.2 Amendments to the constitution do not take effect until they have been registered by the Charity Commission in accordance with the Charities Act 2011.
- 34.3 In accordance with section 226 of the Charities Act 2011, any alteration of clause 3 (Objects), clause 35 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by Trustees or the member(s) of the Charity or persons connected with them, requires the prior written consent of the Charity Commission.
- 34.4 The power of the Charity to amend its constitution is not exercisable in any way which would result in the Charity ceasing to be a charity.
- 34.5 A copy of any resolution altering the constitution, together with a copy of the Charity's constitution as amended, must be sent to the Charity Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

35. Voluntary winding up or dissolution

- 35.1 The member(s) of the Charity may pass a resolution in accordance with this constitution to the effect that the Charity should be wound up voluntarily or that an application should be made to the Charity Commission for the dissolution of the Charity.
- 35.2 Subject to the payment of all the Charity's debts:
- 35.2.1 Any resolution for the winding up of the Charity, or for the dissolution of the Charity without winding up, may contain a provision directing how any remaining assets of the Charity shall be applied.
- 35.2.2 If the resolution does not contain such a provision, the Trustees must decide how any remaining assets of the Charity shall be applied.
- 35.2.3 In either case the remaining assets must be applied for charitable purposes which are the same as or similar to those of the Charity.
- 35.3 If the Charity is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

36. Interpretation

36.1 In this constitution:

36.1.1 "Chair" has the meaning given in clause 12;

36.1.2 "Charity" means GiveWell UK;

36.1.3 "Clear Days" means in relation to the period of a notice, means 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;

36.1.4 "Connected Person" means:

- 1) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- 2) the spouse or civil partner of the Trustee or of any person falling within clause 36.1.4 above;
- 3) a person carrying on business in partnership with the Trustee or with any person falling within clauses 36.1.4(1) or 36.1.4(2) above;
- 4) an institution which is controlled:
 - a) by the Trustee or any Connected Person falling within clauses 36.1.4(1), 36.1.4(2), or 36.1.4(3) above; or
 - b) by two or more persons falling within clause 36.1.4(4)(a), when taken together; and
- 5) a body corporate in which:
 - a) the Trustee or any Connected Person falling within clauses 36.1.4(1), 36.1.4(2) or 36.1.4(3) has a substantial interest; or
 - b) two or more persons falling within clause 36.1.4(5)(a) who, when taken together, have a substantial interest.
- 6) For the purposes of this clause 36.1.4:

- a) “child” includes a stepchild and an illegitimate child;
- b) a person living with another as that person’s husband or wife is to be treated as that person’s spouse;
- c) where two people of the same sex are not civil partners but live together as if they were, each of them is to be treated as the civil partner of the other;
- d) a person controls an institution if the person is able to secure that the affairs of the institution are conducted in accordance with the person’s wishes;
- e) any person has a substantial interest in a body corporate if the person or institution in question:
 - i) is interested in shares comprised in the equity share capital of that body of a nominal value of more than one-fifth of that share capital, or
 - ii) is entitled to exercise, or control the exercise of, more than one-fifth of the voting power at any general meeting of that body.

36.1.5 “Dissolution Regulations” means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012;

36.1.6 “Electronic Form” and “Electronic Means” has the meanings respectively given to them in Section 1168 of the Companies Act 2006;

36.1.7 “Financial Expert” means an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;

36.1.8 “General Regulations” means the Charitable Incorporated Organisations (General) Regulations 2012;

36.1.9 “member” means a member of the Charity for the purposes of the Charities Act 2011, the General Regulations and the Dissolution Regulations;

36.1.10 “Member” means the sole member of the Charity, The Clear Fund, a corporation formed under Under Section 402 of the Not-for-Profit Corporation Law of the state of New York, USA, with registered office at 1999 Harrison Street, Suite 1200, Oakland, CA 94612, and which is a tax exempt entity under s501(c)(3) of the Internal Revenue Code of the United States

36.1.11 “Member Connected Trustee” means a Trustee who has, or who is Connected to a person who has, any material direct or indirect interest (whether a personal financial interest or a duty of loyalty or otherwise), in the Member, including:

- 1) as an employee, office holder or agent;
- 2) a legal member or shareholder holding more than 1% of the voting rights or issued share capital, as the case may be.

36.1.12 a “Poll” means a counted vote or ballot, usually (but not necessarily) in writing;

36.1.13 “Trustee” means a trustee of the Charity, and includes any person occupying the position of trustee, by whatever named called; and

36.1.14 “Vice Chair” has the meaning given to it in clause 12.

- 36.2 A reference to a document or information being sent or supplied in Electronic Form is to a document or information sent by Electronic Means (such as by email or fax) or by any other means while in an Electronic Form (such as a computer disc sent by post).
- 36.3 A reference to a document or information being sent or supplied by Electronic Means is to a document or information sent and received by means of electronic equipment for the processing or storage of data and entirely transmitted, conveyed and received by wire, by radio or optical means or by other electromagnetic means.
- 36.4 Any reference in this constitution 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.