

COMPANIES (NORTHERN IRELAND) ORDER 1986
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION OF
GINGERBREAD NORTHERN IRELAND

1. NAME

The name of the Association ('the company') is Gingerbread Northern Ireland.

2. REGISTERED OFFICE

The registered office of the Company will be situated in Northern Ireland.

3. OBJECTS AND POWERS

The Company is established for the advancement of education and the relief of poverty, suffering and distress among one-parent families in Northern Ireland without distinction of sex, disability, race, political, religious or other opinion, and for the provision of other leisure-time occupation of families who have need of such facilities by reason of their poverty or social and economic circumstances in order that their conditions of life might be improved, and in particular:

- 3.1. to provide or assist in the provision of advice, information and support to one-parent families;
- 3.2. to raise awareness of the needs of and the position in the community of one-parent families;
- 3.3. to promote study and research into the needs of one-parent families provided that the useful results of such research shall be published;
- 3.4. to contribute to education in the development of policy and practice of benefit to one-parent families.

4. POWERS

In furtherance of such objects, but not further or otherwise, the Company shall have the following powers:

- 4.1. to provide or assist in the provision of social services and educational and recreational facilities in Northern Ireland;
- 4.2. to provide or assist in the provision of information, support and advice to one-parent families;



- 4.3. to develop and maintain information resources consistent with the objects of the Company;
- 4.4. to cause to be written, and printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets and other documents or films or recorded tapes;
- 4.5. to promote, initiate and conduct or assist in the promotion, initiation and conduct of research into any aspect of the objects of the company and its work and to disseminate the useful results of any such research;
- 4.6. to inform and educate on matters concerning one-parent families as a result of research and experience;
- 4.7. to provide or assist in the provision of training and education for lone parents so as to promote their self-confidence and skills;
- 4.8. to hold exhibitions, meetings, lectures, classes, seminars and courses either alone or with others;
- 4.9. to promote and organise co-operation in the achievement of the Company's objects and to work to that end in association with local and national and international authorities and voluntary organisations;
- 4.10. to encourage mutual self-help, co-operative action and the building of networks among one-parent families in furtherance of the objects of the Company;
- 4.11. to establish where necessary local groups and projects;
- 4.12. to establish, equip and maintain premises for activities furthering the company objectives;
- 4.13. to accept subscriptions, donation, devises and bequests of, and to purchase, take on lease or in exchange, hire or otherwise acquire and hold, any real or personal estate and to construct, maintain and alter any or the same as are necessary or convenient for any of the purposes of the Company and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;
- 4.14. to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the company;
- 4.15. to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- 4.16. to borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit provided that the Company shall not undertake any permanent trading activities in raising funds for the objects of the Company;

- 4.17. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques, and other instruments, and to operate bank accounts;
- 4.18. to invest the money of the Company not immediately required for its objectives in or on such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consent (if any) as may for the time being be imposed or required by law and subject also as provided below;
- 4.19. to make any charitable donations whether in cash or assets for the benefit of one-parent families in need and for the furtherance of the objects of the Company;
- 4.20. to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
- 4.21. to employ and remunerate any person or persons to supervise, organise, carry on the work of and advise the Company;
- 4.22. to insure and arrange insurance cover for, and to indemnify its officers, servants and voluntary workers and those of its members from and against, all such risks incurred in the course of the performance of their duties as may be thought fit;
- 4.23. subject to the provisions of clause 5 to pay reasonable annual sums or premiums for or toward the provision of pensions for officers or servants for the time being of the Company or their dependants;
- 4.24. to amalgamate or affiliate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment of any dividend or profit to, and the distribution of any of their assets amongst, their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this memorandum of association;
- 4.25. to pay out of the funds of the Company the costs, charges, and expenses of and incidental to the formation and registration of the Company;
- 4.26. to do all such lawful things as shall further the above objects or any of them;

PROVIDED that:

- 4.27. in case the Company shall take or hold any property which may be subject to any trusts, the Company shall deal with or invest the same only in such manner as allowed by law, having regard to such trusts.

5. APPLICATION OF INCOME AND PROPERTY

The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this memorandum of association and no portion of such income and

property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no member of its Executive Committee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company provided that nothing shall prevent any payment in good faith by the Company:

- 5.1. of reasonable and proper remuneration to any member, officer or servant of the Company not being a member of its Executive Committee for any services rendered to the Company;
- 5.2. of interest on money lent by any member of the Company or of its Executive Committee as a rate per year not exceeding 2% less than the bank lending rate prescribed for the time being by a clearing bank selected by that Executive Committee or 3% whichever is the greater;
- 5.3. or reasonable and proper rent for premises demised or let by any member of the Company or of its Executive Committee;
- 5.4. of fees, remuneration or other benefit in money or moneys worth to a company of which a member of the Executive Committee may be a member holding not more than one one-hundredth part of the capital of that company;
- 5.5. of any reasonable out-of-pocket expenses to any member of its Executive Committee engaged on the lawful business of the Company.

6. LIMITED LIABILITY

The liability of the members is limited.

7. CHARITABLE STATUS

No addition, alteration or amendment shall be made to or in the provisions of this Memorandum or Articles of Association which shall cause the Company to cease to be a Charity in Law.

8. CONTRIBUTION TO ASSETS OF THE COMPANY

Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound (£1).

9. SURPLUS ASSETS

If on the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of clause 5 such institutions or institutions to be determined by the members of the Company at or before the time of dissolution and in so far as effect cannot be given to such provision, then to some other charitable object.

We the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum.

NAMES, ADDRESSES and DESCRIPTIONS OF SUBSCRIBERS

W. S. Hanill 4 SUNNINEADLE CRES C/FIREUS
TEXTILE WORKER. BT 38 8LD.

S. Mc Michael 26 Hilden Court Lisburn
Housewife BT 27 4YN

M. Butler 14 MILEWATER close N/ABBEY
Dom/ENG. BT 36 8SN

F. Smith. 14 DEERPARK SPS B/FIRST
(Engineer)

DATED THIS 6th DAY OF OCTOBER 1990.

WITNESS TO ALL THE ABOVE SIGNATURES

Maizie Kavanagh
ADVISE WORKER
19 LISBURN ROAD
BELFAST
BT9 7AA

**ARTICLES OF ASSOCIATION
COMPANIES (NORTHERN IRELAND) ORDER 1986
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION OF
GINGERBREAD NORTHERN IRELAND**

1. DEFINITIONS AND INTERPRETATIONS

In these articles:

- 1.1. 'the order' means the Companies (NI) Order 1986;
- 1.2. 'Committee' means the Executive Committee of the Company;
- 1.3. 'the seal' means the common seal of the Company;
- 1.4. 'Secretary' means the Executive Director whose responsibilities shall include the duties of the Secretary of the Company;
- 1.5. 'the United Kingdom' means Great Britain and Northern Ireland;
- 1.6. Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form;
- 1.7. Unless the context otherwise required, words or expressions contained in these articles shall bear the same meaning as in the Order or any statutory modification of the Order in force at the date at which these articles become binding on the Company;
- 1.8. 'lone parent' means individuals who are widowed, separated, divorced, unmarried, spouses of long term prisoners, spouses of long term hospital patients and sole adults with custody, AND who have sole day to day care of dependent children.
- 1.9. The expression 'lone parent' also includes single pregnant women.
- 1.10. A dependent child is any child under the age of 18 years or who is over 18 years of age and, because of a physical or mental disability, or because she or he is pursuing education and training, is unable to become independent of her/his parent;
- 1.11. 'one-parent family' means those individuals defined in 1.8 above and their dependent children;
- 1.12. 'Gingerbread group' means any group or project operating in Northern Ireland using

'Gingerbread' in its title. Such group shall be established in accordance with the procedure determined by the Company from time to time, shall subscribe to the memorandum of the Company and shall abide by the regulations prescribed by the Company from time to time.

- 1.13. 'Establishment agreement' means the undertaking which shall be given by all Gingerbread groups to abide by the procedures and conditions for the establishment and operation of any group which is called a Gingerbread group.

2. OBJECTS

The Company is established for the objects expressed in the memorandum of association.

3. MEMBERS

- 3.1. The number of members which the Company proposes to be registered is unlimited.
- 3.2. The subscribers to the memorandum of association and such other persons admitted to membership in accordance with article 3.5 shall be members of the Company.
- 3.3. The following shall be eligible for membership of the Company:
 - 3.3.1. Any Gingerbread group which subscribes to the objects of the Company and makes its application in accordance with article 3.5. Such a member shall be called a Full Member and shall nominate two individuals who have been members of the group for a minimum of one year to act as representatives to attend and vote on its behalf at meetings of the Company. Such representatives shall be called Group Representatives. A Full Member shall exercise its right to vote by and through its Group Representatives who shall be entitled to exercise the same powers on behalf of the Full Member which she/he represents as if she/he was her/himself the Full Member. No Group Representative can represent more than one Full Member at a time;
 - 3.3.2. Individual lone parents who are deemed by the Committee to support the Company's objectives shall on payment of a designated subscription become Individual Members of Gingerbread Northern Ireland.
 - 3.3.3. Individual Members may attend and speak at general meetings of the Company. Such members shall nominate two individuals who have been members of the organisation for at least a year to act as representatives to attend and vote on their behalf at meetings of the Company. Such representatives shall be called Individual Member Representatives.
 - 3.3.4. Individuals with special expertise or experience who subscribe to the objects

of the Company and who shall be invited by the Committee to make application in accordance with article 3.5. Such a member shall be called a Support Member and may attend and speak but shall not be entitled to vote at general meetings of the Company;

- 3.3.5. Organisations which are deemed by the Committee to support the Company's objects. Such a member shall be called a Corporate Member. Any organisation which is a member of the Company may by resolution of its committee or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the organisation which she/he represents as if she/he were her/himself the member. A Corporate Member may by its representative attend and speak at general meetings of the Company but shall not be entitled to vote.
- 3.3.6. Any other person wishing to support Gingerbread Northern Ireland will be eligible to pay a subscription to become a Friend of Gingerbread Northern Ireland.
- 3.4. The Executive Committee may delegate its powers governing membership to a Membership Committee.
 - 3.4.1. The Membership Committee shall consist of at least ten members representing Full Members and Individual Members of the Company - this being two from each Health and Social Services Board area and two from Individual Membership including two from the Executive Committee.
 - 3.4.2. The Membership Committee shall have the right to approve or reject applications for membership.
 - 3.4.3. The Membership Committee shall have the right to terminate the membership of any member who fails to observe any of the regulations or bye-laws of the Company or those whose conduct shall, in the opinion of the Membership Committee, be in any respect prejudicial to the interests of the Company provided that the member concerned shall have the right to be heard before a final decision is made;
 - 3.4.4. Decisions of the Membership Committee to terminate or reject the membership of any member may be challenged by the member concerned by way of an appeal to the Executive Committee. Such an appeal shall be in writing to the Secretary signed by the member concerned within one month of the member being notified of the Membership Committee's decision. For the purposes of this subsection each Full Member will be deemed to meet at least once per month. A meeting of the Executive Committee to hear the appeal shall be convened within one month of receipt of the written appeal.
- 3.5. Every application for membership of the Company shall be in one of the following

forms, or in such other form as the Membership Committee shall from time to time prescribe:

To the Membership Committee of Gingerbread Northern Ireland.

FULL MEMBERSHIP

We the _____ Gingerbread group, wishing to become a Full Member of Gingerbread Northern Ireland and subscribing to the objects and regulations of the Company, hereby apply to be admitted to full membership thereof subject to the provisions of the memorandum and articles of association of the Company.

Date _____

Signature of Chairperson _____

Signature of Secretary _____

SUPPORT MEMBERSHIP

I, _____, wishing to become a Support member of Gingerbread Northern Ireland and subscribing to the objects and regulations of the Company, hereby apply to be admitted as a Support Member thereof, subject to the provisions of the memorandum and articles of association of the Company.

Date _____

Signature of Applicant _____

Recommended by _____ Gingerbread Group.

Signature of Secretary _____

INDIVIDUAL MEMBERSHIP

I, _____, wishing to become an Individual Member of Gingerbread Northern Ireland and subscribing to the objects and regulations of the Company, hereby apply to be admitted as a Individual Member thereof, subject to the provisions of the memorandum and articles of association of the Company.

Date _____

Signature of Applicant _____

CORPORATE MEMBERSHIP

We the _____ Organisation wishing to become a Corporate member of Gingerbread Northern Ireland and subscribing to the objects and regulations of the Company, hereby apply to be admitted as a Corporate member thereof, subject to the provisions of the memorandum and articles of association of the Company.

Date _____

Signature of Applicant _____
(On behalf of the Organisation)

- 3.6. Each member shall observe all regulations and bye-laws of the Company.
- 3.7. A Gingerbread group shall cease to be a Full Member if it revokes or departs from its Establishment Agreement with the Company. Such groups must cease to use the title 'Gingerbread' and an application by a Gingerbread group to be a full member shall be deemed to include a specific undertaking to this end.
- 3.8. A member shall cease to be a member if the Company's registration procedures are not complied with or any subscriptions or other sum payable by the member are not paid by the date due.
- 3.9. Group Representatives shall be appointed from among the members of each Gingerbread group. Notice of every appointment shall be sent to the Company Secretary in writing signed by the Chairperson and Secretary of each group and countersigned by the nominee. In the event of the Group Representative resigning or otherwise ceasing to be a member of the group, she/he shall immediately cease to be a representative of the group. The group shall have the right to revoke the nomination of its Group Representative at any time and in such event the Chairperson or Secretary of the group shall inform the Company Secretary in writing immediately.
- 3.10. Unless the members of the Committee or the Company in General Meeting shall make other provision pursuant to the powers contained in articles 9.6 and 9.7, the Committee members may in their absolute discretion permit any member of the Committee to retire provided that after such retirement the number of Committee members is not less than 4 and shall undertake to fill vacancies which arise within a period of three months.

4. GENERAL MEETINGS

- 4.1. The Company shall each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next provided that so

long as the Company holds its first Annual General Meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Committee shall appoint.

- 4.2. The business to be transacted at the Annual General Meeting shall include the consideration of the accounts, balance sheets, the reports of the Committee and auditors, the election of members of the Committee in place of those retiring, the appointment of auditors and any other relevant business.
- 4.3. An Annual General Meeting shall be called by at least 90 days notice in writing. Resolutions on competent business for the Annual General Meeting of the Company proposed and seconded by Group Representatives must be received in the Company's offices not less than 42 days before the day on which the Annual General Meeting is to be held. All agendas for that meeting shall be circulated not less than 21 days prior to the day on which the Annual General Meeting is to be held.
- 4.4. All General Meetings other than the Annual General Meetings shall be called Extraordinary General Meetings. The Committee may, whenever it thinks fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as is provided in article 376 of the Order. If at any time there are not within the United Kingdom sufficient members of the Committee to form a quorum, any member of the Committee or any 2 members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Executive Committee.
- 4.5. Extraordinary General Meetings shall be called by at least 21 days notice in writing and shall specify the nature of the business.
- 4.6. All notice shall be exclusive of the day in which it is served or deemed to be served and shall specify the place, the day and the hour of the meeting and the nature of the business. The notice shall be given in the manner mentioned below or in such other manner, if any, as may be prescribed by the Company in General Meetings, to such persons as are, under the articles of the Company entitled to receive such notice from the Company provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this article, be deemed to have been duly called if it is so agreed:
 - 4.6.1. in the case of the Annual General Meeting, by all members entitled to attend and vote; and
 - 4.6.2. in the case of any other meeting, by a majority of the members having a right to attend and vote at the meeting, being a majority together representing not less than 95% of the total voting rights at that meeting of all members.
- 4.7. A notice may be given by the Company to any member either personally or by sending it by post to her/him or to her/his registered address, or (if she/he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by her/him to the Company for the giving of notice to

her/him. Proof that an envelope containing a notice was properly addressed, prepared and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

- 4.8. Notice of every General Meeting shall be given in any manner authorised by these articles to:
- 4.8.1. every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them;
 - 4.8.2. every person being a legal personal representative or trustee in bankruptcy of a member where the member but for her/his death or bankruptcy would be entitled to receive notice of the meeting;
 - 4.8.3. the auditor for the time being for the Company; and
 - 4.8.4. each Committee member.

No other person shall be entitled to receive notices of general meetings.

- 4.9. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

5. PROCEEDINGS AT GENERAL MEETINGS

- 5.1. No business shall be transacted at any general meeting unless a quorum of Group Representatives is present at the time when the meeting proceeds to business; one third of the Group Representatives shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved; in any other case it shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place, as the Committee may determine.
- 5.2. The Chairperson, if any, of the Committee shall chair every general meeting of the Company. If there is no such Chairperson, or if she/he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the members of the Committee present shall elect one of their number to chair the meeting.
- 5.3. If at any meeting no Committee member is willing to act as chairperson or if no committee member is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to chair the meeting.
- 5.4. The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment

took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

- 5.5. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on declaration of the result of the show of hands) demanded;
 - 5.5.1. by the Chairperson; or
 - 5.5.2. by any member or members present in person and representing not less than one tenth of the total voting rights of all members having the right to vote at the meeting.
- 5.6. Unless a poll is so demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 5.7. The demand for a poll may be withdrawn.
- 5.8. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting shall be entitled to a casting vote notwithstanding that members voting rights.
- 5.9. A poll demanded on the election of the Chairperson, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken at such time and in such manner as the Chairperson of the meeting directs, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 5.10. Subject to the provision of the Order, a resolution in writing signed by all the members entitled to receive notice of and to attend and vote at general meetings (or being organisations by their duly authorised representatives) shall be as valid and effective as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution in writing may consist of 2 or more documents in like form each signed by one or more member.

6. VOTES OF MEMBERS

- 6.1. Every Group Representative shall have one vote provided that any registration procedures and any money presently payable to the Company by the Full Member, which she/he represents, have been complied with and paid.
- 6.2. Every Individual Member Representative shall have one vote provided that any registration procedures and any money presently payable to the Company by the Individual Member has been complied with and paid.
- 6.3. Support Members and Corporate Members shall not be entitled to vote at general

meetings of the Company, except in the case where the Chairperson is a Support Member when she/he may exercise a casting vote only.

7. EXECUTIVE COMMITTEE COMPOSITION

- 7.1. The Committee shall consist of fifteen members appointed on the following basis:
 - 7.1.1. Ten members, being two from each Health and Social Services Board Area, elected by and from amongst the Group Representatives and two elected by and from amongst the Individual Members, by such procedures as the Committee shall from time to time prescribe;
 - 7.1.2. Five persons of special experience and expertise being two nominated and elected from amongst the Support Members of the Gingerbread Groups and three co-opted by the elected members of the Executive Committee from outside the organisation who shall become Support Members; these Support Members shall be entitled to full voting rights on the Committee.
- 7.2. Following the election of the twelve members from amongst the groups and individual members the Committee shall appoint from amongst its number a Chairperson and Honorary Treasurer. Upon reaching its full composition the Executive Committee shall appoint from amongst its number a Vice-Chairperson and an Assistant Treasurer. The Chairperson, Vice-Chairperson, Honorary Treasurer and Assistant Treasurer shall be Directors of the Company.
- 7.3. At every Annual General Meeting of the Company 1 in 2 of the elected Executive Committee Members shall retire from office.
- 7.4. A retiring Executive Committee member shall be eligible for re-appointment or re-election.
- 7.5. Group Representatives shall be eligible for election to the Executive Committee provided a nomination in writing duly proposed and seconded by two Group Representatives and notice in writing signed by that person of her/his willingness to be elected are in the hands of the Company Secretary on the due date.
- 7.6. The Committee shall have power at any time to appoint any person to be a Committee Member, either to fill a casual vacancy or as an addition to the existing members but so that the total number of Committee members shall not at any time exceed any maximum number fixed in accordance with these articles.
- 7.7. The Committee may for whatever reason by resolution passed by not less than two-thirds of the members for the time being (excluding the member concerned) remove a committee member before the expiration of her/his term of office. The member concerned shall be given the right to be heard before a final decision is made.
- 7.8. The Company may by ordinary resolution, of which special notice has been given in accordance with Article 331 of the Order, remove any Committee member before the expiration of her/his period of office notwithstanding anything in these articles or in any agreement between the Company and such member. The Company may by ordinary resolution appoint another person in place of a Committee member removed

under this article.

8. DISQUALIFICATION OF COMMITTEE MEMBER

- 8.1. The office of Committee member shall be vacated if the member;
 - 8.1.1. becomes bankrupt or makes an arrangement or composition with her/his creditors generally; or
 - 8.1.2. becomes prohibited from being a Committee member by reason of any order made under Article 303 of the Order; or
 - 8.1.3. becomes incapable by reason of mental disorder, illness or injury of managing and administering her/his property and affairs; or
 - 8.1.4. resigns her/his office by written notice to the Company; or
 - 8.1.5. is directly or indirectly interested in any contract with the Company and fails to declare the nature of her/his interest as required by Article 325 of the Order; or
 - 8.1.6. is absent from 3 consecutive Committee meetings without reasonable excuse; or
 - 8.1.7. is removed by the Committee or the Company; or
 - 8.1.8. cease for whatever reason to be a member of the Company.
- 8.2. When a Committee member is disqualified under article 8.1 she/he shall not be eligible for election at the subsequent election, but may stand thereafter provided she/he is not prohibited by reason of any order made under Article 303 of the Order.
- 8.3. A Committee member shall not vote in respect of any contract in which she/he is interested or any matter arising out of it, and if she/he does so vote, her/his vote shall not be counted.

9. POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE

- 9.1. The business of the Company shall be managed by the Committee who may pay all expenses incurred in the formation of the Company, and may exercise all such powers of the Company as are not required to be exercised by the Company in general meetings. Any such requirement may be imposed either by the Order or by these articles or by any regulation made by the Company in general meeting; but no such regulation shall invalidate any prior act of the Committee which would have been valid if that regulation had not been made.
- 9.2. The Committee may exercise all the powers of the Company to borrow money, and to mortgage or charge the whole or part of its undertaking and property, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- 9.3. All cheques and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Committee shall from time to time determine.

- 9.4. The Committee shall cause minutes to be made:
 - 9.4.1. of all appointments of officers made by the Committee;
 - 9.4.2. of the names of the Committee members present at each Committee meeting;
 - 9.4.3. of all resolutions and proceedings at all meetings of the Company, and of the Committee.
- 9.5. The Committee shall have the power to appoint an Executive Director and such other paid staff as it thinks desirable to manage and carry out the work of the organisation at such remuneration and on such terms and conditions as the Committee for the time being shall determine.
- 9.6. The Committee may from time to time make such rules or bye-laws as it may deem necessary or convenient for the proper conduct and management of the Company and in particular but without prejudice to the generality of the above it may by such rules or bye-laws regulate:
 - 9.6.1. the admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;
 - 9.6.2. procedures and conditions for the establishment and regulation of a Gingerbread group;
 - 9.6.3. the conduct of members of the Company in relation to one another, and to the Company's employees;
 - 9.6.4. the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes;
 - 9.6.5. the procedure at general meetings and meetings of the Executive Committee and sub-committees in so far as such procedure is not regulated by these articles; and
 - 9.6.6. generally all such matters as are commonly the subject matter of Company rules.
- 9.7. The Company in general meeting shall have power to alter or repeal the rules or bye-laws and to make additions to them, and the Committee shall adopt such means as it deems sufficient to bring to the notice of members of the Company all such rules and bye-laws, which so long as they shall be in force, shall be binding on all members of the Company provided nevertheless that no rule or bye-law shall be inconsistent with or shall affect or repeal anything contained in, the memorandum or articles of association of the Company.

10. PROCEEDINGS OF THE EXECUTIVE COMMITTEE

- 10.1. The Committee may meet together for the dispatch of business, adjourn, and otherwise regulate its meetings, as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairperson

- shall have a second or casting vote.
- 10.2. The quorum necessary for the transaction of the business of the Committee is fixed by the Company as a minimum of 5.
 - 10.3. The Committee may act notwithstanding any vacancy in its body, but, if and so long as its number is reduced below the number fixed by or pursuant to the articles of the Company as the necessary quorum of members, the Committee may act for the purpose of increasing the number of members to that number, or of summoning a general meeting of the Company, but for no other purpose.
 - 10.4. If at any meeting the chairperson is not present within 15 minutes after the time appointed for holding the same, the vice-chairperson shall take the chair. If the vice-chairperson is not present, the Committee members present may choose one of their numbers to chair the meeting.
 - 10.5. The Committee may delegate any of its powers to sub-committees and working parties consisting of such persons as it think fit. Such persons shall have the right to vote at meetings of the sub-committees and working parties. Any sub-committee or working party so formed shall conform to any regulation that may be imposed on it by the Committee, and shall be required to report back and be accountable to the Committee.
 - 10.6. A sub-committee or working party may elect a chairperson of its meetings. If no such chairperson is elected, or, if at any meeting the chairperson is not present within 15 minutes after the time appointed for holding the same, the members present may choose one of their numbers to chair the meeting.
 - 10.7. A sub-committee or working party may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairperson shall have a second or casting vote.
 - 10.8. All acts done by any meeting of the Committee or of a sub-committee or working party, or by any person acting as a Committee member, shall, notwithstanding that it be afterward discovered that there was some defect in the appointment of any such member or person acting as a member, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Committee member.
 - 10.9. A resolution in writing, signed by all the Committee members entitled to receive notice of a Committee meeting, shall be as valid and effectual as if it had been passed at a committee meeting duly convened and held, and may consist of several documents in like form each signed by one or more Committee members.

11. SECRETARY

- 11.1. Subject to Article 294 of the Order, the Executive Director appointed by the Committee to be responsible for the executive management of the functions of the Company shall act as Company Secretary. Such Executive Director shall have the

right of attendance at all meetings of the Company, of the committee and of sub-committees but shall not be entitled to vote.

- 11.2. A provision of the Order or these articles requiring or authorising a thing to be done by or to a Committee member and the Secretary shall not be satisfied by its being done by or to the same person acting both as Committee member and as, or in place of the, Secretary.

12. THE PATRON

The Company may appoint any person to be a Patron of the organisation for such term of office as they see fit. The Patron shall be entitled to receive notice of all meetings of the Company and to speak but not vote in their capacity of Patron. They may also represent the organisation at its request.

13. THE SEAL

The Committee shall provide for the safe custody of the seal, which shall be used only by the authority of the Committee or of a sub-committee authorised by the Committee on its behalf, and every instrument to which the seal shall be affixed shall be signed by a Committee member and shall be countersigned by the Secretary or by a second Committee member or by some other person appointed by the Committee for the purpose.

14. ACCOUNTS

- 14.1. The Committee shall cause accounting records to be kept in accordance with Articles 229 and 230 of the Order.
- 14.2. The accounting records shall be kept at the registered office of the Company or, subject to Article 230 of the Order, at such other place or places as the Committee thinks fit, and shall always be open to the inspection of the officers of the Company.
- 14.3. The Committee shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Committee members, and no member (not being a Committee member) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Committee or by the Company in general meeting.
- 14.4. The Committee shall from time to time in accordance with Articles 246 to 250 inclusive of the Order cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in these articles.
- 14.5. A copy of every balance sheet (including every document required by law to be

annexed to it) which is to be laid before the Company in general meeting, together with a copy of the auditor's report, and the Committee's report, shall not less than 21 days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company provided that this article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

15. AUDIT

Auditors shall be appointed and their duties regulated in accordance with Article 392 to 401 inclusive of the order.

16. DISSOLUTION

Clause 8 of the memorandum of association relating to the winding up and dissolution of the Company shall have effect as if its provisions were repeated in these articles.

17. HEADINGS

The headings in these articles shall not be taken as part of them or in any manner affect the interpretation or construction of the same.

SIGNATURES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

18. SIGNATURES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

W. S. Hamilton 4. SUNNINGDALE CRES C/BALENS
TEXTILE WORKER. BT38 8LD
S. McMichael 26 Hilden Court Lisburn
Housewife BT27 4YN
M. Butler 14. MILEWATER CLOSE. N. ABBEY
Dom/ENG BT36 8SN
J. Smith 14 DEERPARK SDS BT14 7AN
BELFAST
(ENGINEER)

DATED THIS 6th DAY OF OCTOBER 1990.

WITNESS TO ALL THE ABOVE SIGNATURES

Malie Kavanagh
ADVISE WORKER
19 LISBURN ROAD
BELFAST.
BT9 7AA.