

Board of Directors Resolution of: Causeway Women's Aid.

Company No: NI056721

All the members of Causeway Women's Aid consent and agree that the following special resolution was made

On: 15th November 2016 at 23 Abbey Street, Coleraine, co. Londonderry.

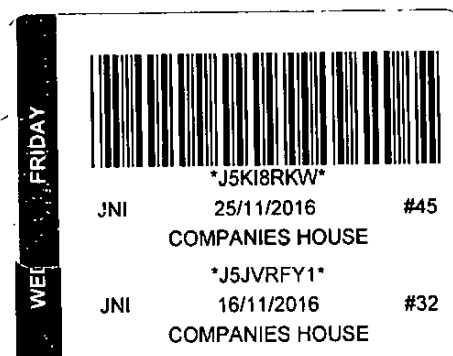
We do hereby consent to the adoption of the following as if it were adopted at a regularly called meeting of the board of directors of this organisation. The board of directors decided that:

They are in agreement to the amendments to the Memorandum and Articles of Association and forthwith adopt the articles of association as detailed below.

Karen Miller
Chairperson

KE Miller
Signature

Date: 15-11-16



COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**ARTICLES OF ASSOCIATION
OF CAUSEWAY WOMEN'S AID**

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
Of
Causeway Women's Aid

1. The company's name is Causeway Women's Aid (and in this document it is called the "Charity").

2. **LIABILITY OF MEMBERS**

- 2.1. The liability of the members is limited.

- 2.2. Every member promises, if the Charity is dissolved while she remains a member or within one year after she ceases to be a member, to pay up to £1 towards:

- 2.2.1. payment of those debts and liabilities of the Charity incurred before she ceased to be a member;

- 2.2.2. payment of the costs, charges and expenses of winding up; and

- 2.2.3. the adjustment of rights of contributors among themselves.

3. **OBJECTS**

The Objects of the Charity for the benefit of the public are:

- 3.1. To relieve distress, suffering by the provision of safe temporary accommodation for women and their children, young people and vulnerable adult dependents who are, may be, or have been, experiencing domestic, sexual or gender based violence or abuse;
 - 3.2. To relieve distress, suffering experienced by women and their children, young people and vulnerable adult dependents by providing and/or promoting a range of support services such as information, advice centres, confidential services, counselling, outreach, court support, training and advocacy;
 - 3.3. To relieve those in need by the provision of information and advice for those affected by domestic, sexual or gender based violence or abuse and referral to relevant support agencies;
 - 3.4. To advance education on violence against women and girls, including trafficking and exploitation, and its effects, and to relieve those in need by promoting its prevention and the protection of those affected;

- 3.5 To advance education on domestic, sexual and gender based violence and abuse and their effects, and to advocate for and to relieve those in need by promoting their prevention and the protection of those affected;
- 3.6. To advance women's and children's human rights and gender equality to relieve the suffering and distress caused by violence emanating from the violation, impairment or nullification of enjoyment of their human rights and fundamental freedoms.
- 3.7. The promotion of such other charitable purposes as may from time to time be determined in accordance with Northern Ireland charity law.

4. POWERS

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1. To safeguard, advance and advocate the best interests of those affected by domestic, sexual or gender based violence or abuse and of women and girls generally who are, may be affected by violence, trafficking and exploitation, including medical, legal and education needs, learning and support.
- 4.2. To promote and provide refuge, accommodation and support services for women and their children, young people and vulnerable adult dependents who are, may be affected by domestic, sexual or gender based violence and abuse.
- 4.3. To encourage and undertake research and to publicise the relevant results of such research.
- 4.4. To publish, print or distribute information in any format.
- 4.5. To promote, organise, sponsor, conduct (or co-operate with any other party in doing so) education courses, lectures, seminars, workshops, meetings, conferences, exhibitions, webinars and other activities consistent with the Objects.
- 4.6. To educate and inform the public, media, police, courts, social services and other agencies with respect to the position of women, children and young people in society, and the inequality of power relations and its impact; and about the sources, impact and effects of domestic, sexual and gender based violence and abuse.
- 4.7. To encourage statutory bodies and other agencies to recognise their obligations, legal and otherwise, on domestic, sexual and gender based violence and abuse and towards those affected, and to act to prevent abuse and relieve suffering.
- 4.8. To work in collaboration or partnership with other bodies, statutory authorities and relevant agencies to ensure a joined up response to domestic, sexual and gender based violence and abuse and/or to advise and support relevant agencies in the development of domestic, sexual and gender based violence policies, protocols and service delivery.
- 4.9. To work with WAFNI and with other Federation Members generally and in particular:

- 4.9.1. by ensuring Northern Ireland as a whole is adequately and appropriately served by Federation Members
 - 4.9.2. to provide refuges and other safe temporary accommodation to women and their children, young people and vulnerable adult dependents suffering domestic, sexual or gender based violence or abuse;
 - 4.9.3. to provide a range of aftercare provision necessary for women and their children, young people and vulnerable adults dependents suffering domestic, sexual or gender based violence or abuse, after leaving refuges and other safe accommodation.
 - 4.9.4. to provide facilities for recreation, learning and support for women and their children, young people and vulnerable adult dependents who are affected by domestic, sexual or gender based violence and abuse.
 - 4.9.5. to assist women to become aware of the nature of abusive relationships and of their own capabilities and potential and to encourage women to determine their own futures through empowerment and self help programmes;
 - 4.9.5. to assist children and young people to become aware of the nature of abusive relationships and to deliver a range of support services to children and young people who have experienced domestic, sexual and gender based violence and abuse;
 - 4.9.6. to deliver preventative education programmes in schools and other settings for children and young people;
 - 4.9.7. to provide appropriate specialised training towards the prevention of violence and abuse of women, children and young people;
 - 4.9.8. to educate and inform the public, media, police, courts, social services and other agencies with respect to the position of women, children and young people in society and the inequality of power relations and its impact; and about the sources, impact and effects of domestic, sexual and gender based violence and abuse;
 - 4.9.9. to work in partnership with statutory and other agencies and bodies in Northern Ireland, Republic of Ireland, United Kingdom, Europe and internationally to further the Objects;
 - 4.9.10. to advocate on behalf of women, children and young people affected by domestic, sexual or gender based violence or abuse, including trafficking and exploitation;
 - 4.9.11. to develop a Women's Aid approach to issues and advocating and advancing these through an agreed strategic plan for Women's Aid.
- 4.10. To enhance capacity, efficiency and effectiveness by:
- 4.10.1. agreeing and implementing operating protocols and arrangements and

introducing and sharing models of good practice;

4.10.2. setting and maintaining high standards in governance, exercise of employer responsibilities and service delivery;

4.10.3. ensuring consistency in professional standards; by promoting good management and staffing practices.

4.10.4. providing consultative mechanisms for service users.

4.11 To employ all such officers and other employees (not being a member of the Board of the Charity) as may be required for the purposes of the Charity upon such reasonable terms and conditions as the Charity may consider appropriate and further retain and employ such professional and other persons as may be required (whether on a part-time or other restricted basis or not) in connection with the activities of the Charity and always subject to Article 8, and to engage the services of volunteers.

4.12. To provide and contribute to superannuation or pension funds for the employees and workers of the Charity or any of them or otherwise to make provision for such employees and workers, their widows/widowers and children.

4.13. To purchase, take on lease, in fee farm or in exchange, hire or otherwise acquire in any manner, any real or personal property or any rights or privileges necessary or convenient for the promotion of the Objects of the Charity.

4.14. To take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the charity.

4.15. To provide, endow furnish and fit out with all necessary furniture and other equipment and maintain and manage such buildings, premises and centres as may from time to time be required for the purposes of the Charity.

4.16. To sell, let, mortgage or otherwise deal with all or any part of the property, rights and privileges of the Charity (but only in accordance with the restrictions imposed by the Applicable Charities Legislation (if any)).

4.17. To transfer (whether or not for valuable consideration) any part of the property or assets of the Charity not required for the purposes for which it is formed to any charitable body or charitable purpose having similar Objects to those of the Charity provided that such body is not carrying on business for profit or gain and does not distribute its income or property by way of dividend, bonus or otherwise amongst members.

4.18. To deposit or invest funds in any manner (but to invest only after obtaining advice from a Financial Expert, unless the Trustees reasonably conclude that in all the circumstances it is unnecessary or inappropriate to do so, and having regard to the suitability of investments and the need for diversification).

4.19. To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.

- 4.19. To delegate the management of investments to a Financial Expert, but only on terms that:
- 4.19.1. require the Financial Expert to comply with the investment policy which shall be appropriate given the nature of Women's Aid (and any revision of that policy) set down in writing for the Financial Expert by the Trustees;
 - 4.19.2. require the Financial Expert to report transactions to the Trustees at such interval as the Trustees consider appropriate;
 - 4.19.3. require the Financial Expert to review the performance of the investments with the Trustees regularly;
 - 4.19.4. entitle the Trustees to cancel the delegation arrangements at any time;
 - 4.19.5. require the investment policy and the delegation arrangement to be reviewed with the Trustees at least once a year;
 - 4.19.6. require all payments to the Financial Expert to be on a scale or at a level which is agreed in advance and to be notified promptly to the Trustees on receipt;
 - 4.19.7. prohibit the Financial Expert from doing anything outside the powers of the Trustees.
- 4.20. To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body controlled by the Trustees or by the Financial Expert acting under the instructions of the Trustees) and to pay any reasonable fee required.
- 4.21. To raise funds for the Objects of the Charity provided the Charity shall not undertake any form of taxable permanent trading.
- 4.22. To borrow or raise money in such manner and upon such terms as the Charity shall think fit and in particular upon the security by way of mortgage; charge, debenture or otherwise howsoever on all or any part of the property of the Charity (but only in accordance with the restrictions imposed by the Applicable Charities Legislation (if any)).
- 4.23. To tender for or enter into contracts to provide services to or on behalf of other bodies.
- 4.24. To establish or acquire subsidiary companies to assist or act as agents for the Charity.
- 4.25. To establish or support any charitable trusts, associations or institutions formed for Any of the charitable purposes included in the objects.
- 4.26. To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.27. To purchase insurance designed to indemnify the Trustees against any personal

liability in respect of any negligence, default, breach of trust or breach of duty committed by them in their capacity as Charity Trustees provided that the terms of such insurance exclude the provision of indemnity for liability incurred:

- 4.27.1. to pay a fine imposed in criminal proceedings;
 - 4.27.2. to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
 - 4.27.3. by a Trustee in defending criminal proceedings in which she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by her; or
 - 4.27.4. by a Trustee, to the Charity, that arises out of any conduct which she knew(or must reasonably be assumed to have known) was not in the interests of the Charity or in the case of which she did not care whether it was in the interests of the Charity or not.
- 4.28. To arrange for the amalgamation with, takeover of the Charity by or the acquisition of any charitable organisation (or part thereof) the purposes of which, in the opinion of the Trustees, are similar to the purposes of the Charity either alone or as amalgamated.
- 4.28. To enter into and carry into effect agreements or arrangements with associations, institutions, companies or individuals which are reasonably necessary for the attainment or furtherance of the Charity's Objects or any of them.
- 4.29. To institute, prosecute or defend any claims, suits or actions or other proceedings affecting the Charity or its Objects and to compromise any matter or difference or to submit any such matter to arbitration or mediation and to compromise, compound or abandon any debts owed to the Charity or any other claims and to compromise any dispute in relation to debts or any other claims against the Charity upon evidence that the Trustees shall deem sufficient and so that the Trustees shall not be responsible for any loss occasioned by any act or thing so done by them in good faith.
- 4.30. To do all such other lawful things necessary for or incidental to the attainment of the above Objects:

PROVIDED THAT:-

- (i) in case the Charity shall take or hold any property which may be subject to any trusts, the Charity shall only deal with or invest the same in such manner as allowed by law, having regard to such trust.
- (ii) the Charity shall not support with its fund any Object, or endeavour to impose or procure to be observed by its members or others, any regulation, restriction or condition which if an Object of the Charity would make it a Trade Union.
- (iii) and throughout this clause the word 'body' includes an association, institution or aggregate of persons, whether incorporated or unincorporated.

5. MEMBERS

5.1 Those persons who are the Trustees of the Charity at the date of adoption of these Articles shall be deemed to be the members of the Charity. Membership is open to other individuals who must be women who;

5.1.1 apply to the Charity in the form required by the Trustees; and

5.1.2 are approved by the Trustees.

5.2. Members must abide by the Objects and the principles of Causeway Women's Aid and members must meet the membership criteria and standards of the Charity.

5.3. The Trustees may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application.

5.4. The Trustees must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.

5.5. The Trustees must consider any written representations the applicant may make about the decision. The Trustees' decision following any written representations must be notified to the applicant in writing but shall be final.

5.6. Membership of the Charity is not transferable.

5.7. The Charity must keep a register of members names and addresses in which shall be recorded the name and address of every member, class of membership, the date on which they became a member and the date on which they ceased to be a member. A member shall notify the secretary in writing within seven days of a change of their name or address. Every member shall be entitled to receive a copy of the Memorandum and Articles of Association of the charity at no charge.

6. TERMINATION OF MEMBERSHIP

6.1. Membership is terminated if:

6.1.1. the member dies;

6.1.2. the member resigns by written notice to the Charity unless, after the resignation, there would be less than two members;

6.1.3. any sum due from the member to the Charity is not paid in full within s months of it falling due and the Trustees resolve to terminate the membership of the charity.

6.1.4 the member ceases to be a Trustee;

6.1.5. the member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that her or its membership is terminated. A resolution to remove a member from membership may only be passed if:

- 6.1.5.1. the member has been given at least twenty-one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and
- 6.1.5.2. the member or, at the option of the member, the members' representative (who need not be a member of the Charity) has been allowed to make representations to the meeting; and
- 6.1.5.3 any rules, regulations, guidelines and policies regarding termination of membership have been complied with.

7. THE FEDERATION

- 7.1. The Trustees shall be entitled to nominate one of the Trustees to stand for election to the WAFNI Board provided that such Trustee agrees to be nominated.
- 7.2. The Trustees shall nominate one of the Trustees to act as the Charity's authorised representative at any general meeting of WAFNI. Such authorised representative shall be instructed as to how to represent the Charity by a resolution of the Board of the Charity or the instructions of the Chair of the Board.

8 . LIMITATION ON PRIVATE BENEFITS TO MEMBERS AND TRUSTEES

- 8.1. The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 8.2. No part of the income and property of the Charity shall be paid or transferred, directly or indirectly, by way of benefit, to members and no Trustee may receive any remuneration, or other benefit in money or money's worth, from the Charity, except for payment in good faith of:
 - 8.2.1 any payment made, or benefit provided, to any member, or Trustee, or Connected Person in their capacity as a beneficiary of the Charity provided that a majority of the Trustees do not benefit in that way;
 - 8.2.2 reasonable and proper payment to any person (not being a Trustee) for any goods or services supplied to the Charity;

- 8.2.3 reasonable travelling and other out of pocket expenses necessarily incurred in carrying out the duties of any employee, Trustee or other representative of the Charity;
 - 8.2.4 interest on money lent to the Charity at a reasonable and proper rate per annum;
 - 8.2.5 reasonable and proper rent for premises let to the Charity;
 - 8.2.6 payments, or other benefits, in money or money's worth, to any company of which a member, Trustee or Connected Person is a member holding not more than 1% of its capital;
 - 8.2.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 4.26;
 - 8.2.8 the usual professional charges for business done by any member, or subject to 8.3, any Trustee or Connected Person, who is a solicitor, accountant or other person engaged in the profession, or by any partner of his/her, when instructed by the Charity to act in a professional capacity on its behalf;
 - 8.2.9 payment for other goods or services provided to the Charity by any member or, subject to 8.3 any Trustee or Connected Person (other than for acting as a trustee).
- 8.3. Any payments, or other benefits, under Articles 8.2.8 and 8.2.9 may only be made if the following conditions are satisfied:
- 8.3.1 the payments, or other benefits, are set out in writing between the Charity and the other party and do not exceed an amount that is reasonable in all the circumstances;
 - 8.3.2 any relevant Trustee is absent from and does not count towards quorum for the part of any meeting at which there is discussion of and does not vote on any resolution relating to her, or a relevant Connected Person's, engagement by the Charity under any contract, the payment and other terms of such contract and such person's performance under it;
 - 8.3.3 in relation to any proposed contract with a relevant Trustee, or Connected Person, that the other Trustees are satisfied that it is in the best interests of the Charity to enter into a contract with that Trustee, or Connected Person, rather than with someone who is not a Trustee, or Connected Person;
 - 8.3.4 the reasons for the decision of the Trustees are recorded in the official minutes of trustee meetings;
 - 8.3.5 in any financial year, no more than a minority of the Trustees are subject to such an arrangement where remuneration is payable.
- 8.4. The restrictions and qualifications to them, under this Article 8, relating to remuneration of and provision of benefits to Trustees from the Charity apply also to remuneration of and benefits to Trustees from Subsidiary Companies.

8.5 Subject to Article 8.6, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

8.5.1 declare the nature and extent of her interest before discussion begins on the matter;

8.5.2 withdraw from the meeting for that item after providing any information requested by the Trustees;

8.5.3 not be counted in the quorum for that part of the meeting; and

8.5.4 be absent during the vote and have no vote on the matter.

8.6. When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

8.6.1 continue to participate in discussions leading to the making of a decision and/or to vote; or

8.6.2 disclose to a third party information confidential to the Charity; or

8.6.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or Material Benefit from the Charity; or

8.6.4 refrain from taking any step required to remove the conflict.

8.7. This provision may be amended by special resolution but, where the result would be to permit any Material Benefit to a Trustee or Connected Person, only with the prior written consent, where required under the Applicable Charities Legislation.

9. GENERAL MEETINGS

9.1. An AGM must be held in each year and not more than fifteen months may elapse between successive AGMs. An AGM must be held in each subsequent year and not more than fifteen months may elapse between successive AGMs.

- 9.2. The Trustees may call a general meeting at any time.
- 9.3. A general meeting may be called on a written request to the Trustees from members entitled to exercise at least 10% of the voting rights of members or, if more than twelve months have passed since the Charity last held a general meeting, from members entitled to exercise at least 5% of the voting rights of members.
- 9.4. On receipt of a written request made pursuant to Article 9.3, the Trustees must call a general meeting within 21 days and the general meeting must be held not more than 28 days after the date of the notice calling the meeting.
- 9.5. Members must annually at the AGM:
 - 9.5.1. receive the accounts for the Charity for the previous financial year;
 - 9.5.2. receive a written report on the Charity's activities;
 - 9.5.3. be informed of the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - 9.5.4. elect Trustees to fill the vacancies arising;
 - 9.5.5. appoint accountants or auditors for the Charity.

10. NOTICE OF GENERAL MEETINGS

- 10.1. The minimum period of notice required to hold a general meeting of the Charity is fourteen clear days.
- 10.2. A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the general meeting, being a majority who together hold not less than 90 percent of the total voting rights.
- 10.3. The notice of a general meeting must specify the date, time and place of the general meeting and the general nature of the business to be transacted. If the meeting is to be an AGM, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under s.324 of the Companies Act 2006 and Article 12.
- 10.4. The notice of a general meeting must be given to all the members, the Trustees and the auditors.

- 10.5. The proceedings at a general meeting shall not be invalidated because a person who was entitled to receive notice of the general meeting did not receive it because of an accidental omission by the Charity.

11 . PROCEEDINGS AT GENERAL MEETINGS

- 11.1. No business shall be transacted at any general meeting unless a quorum is present
- 11.2. A quorum is 3 members present in person or by proxy and entitled to vote upon the business to be conducted at the general meeting.
- 11.3. If:
- 11.3.1 a quorum is not present within half an hour from the time appointed for the general meeting; or
- 11.3.2. during a meeting a quorum ceases to be present,
- the general meeting shall be adjourned to such time and place as the Trustees shall determine.
- 11.4. The Trustees must reconvene the general meeting and must give at least seven days' notice of the reconvened general meeting stating the date, time and place of the general meeting.
- 11.5. If no quorum is present at the reconvened general meeting within fifteen minutes of the time specified for the start of the general meeting the meeting shall be dissolved.
- 11.6. General meetings shall be chaired by the person who has been appointed to chair meetings of the Trustees.
- 11.7. If there is no such person or she is not present within fifteen minutes of the time appointed for the general meeting a Trustee nominated by the Trustees shall chair the general meeting.
- 11.8. If there is only one Trustee present and willing to act, she shall chair the general meeting.
- 11.9. If no Trustee is present and willing to chair the general meeting within fifteen minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the general meeting.
- 11.10. The members present in person or by proxy at a general meeting may resolve by ordinary resolution that the general meeting shall be adjourned.
- 11.11. The person who is chairing the general meeting must decide the date, time and place at which the general meeting is to be reconvened unless those details are specified in the resolution.

- 11.12. No business shall be conducted at a reconvened general meeting unless it could properly have been conducted at the general meeting had the adjournment not taken place.
- 11.13. If a general meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened general meeting stating the date, time and place of the meeting.
- 11.14. Any vote at a general meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
- 11.14.1. by the person chairing the general meeting; or
 - 11.14.2. by at least two members present in person or by proxy and having the right to vote at the general meeting; or
 - 11.14.3. by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the general meeting.
- 11.15. The declaration by the person who is chairing the general meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 11.16. The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded.
- 11.17. A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the general meeting.
- 11.18. If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 11.19. A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- 11.20. The result of the poll shall be deemed to be the resolution of the general meeting at which the poll is demanded.
- 11.21. A poll demanded on the election of a person to chair a general meeting or on a question of adjournment must be taken immediately.
- 11.22. A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the general meeting directs.
- 11.23. The poll must be taken within thirty days after it has been demanded.
- 11.24. If the poll is not taken immediately, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

- 11.25. If a poll is demanded the general meeting may continue to deal with any other business that may be conducted at the general meeting.

12. CONTENT OF PROXY NOTICES

- 12.1. Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- 12.1.1. states the name and address of the member appointing the proxy;
 - 12.1.2. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 12.1.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Trustees may determine; and
 - 12.1.4. is delivered to the Charity in accordance with the Articles and any instruction contained in the notice of the general meeting to which they relate.
- 12.2. The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 12.3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 12.4. Unless a proxy notice indicates otherwise, it must be treated as:
- 12.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the general meeting; and
 - 12.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the general meeting itself.

13. DELIVERY OF PROXY NOTICES

- 13.1. A proxy must be a woman. The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve).
- 13.2 (1) Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—
- states the name and address of the member appointing the proxy;
 - identifies the person appointed to be that member's proxy and the general meeting in
 - relation to which that person is appointed;
 - is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and

- is delivered to the company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

(2) The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

(3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

(4) Unless a proxy notice indicates otherwise, it must be treated as—

- 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
- 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.

13.3 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 general meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that person.

13.4. An appointment under a proxy notice may be revoked by delivering to the Charity a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

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

13.5. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointer's behalf.

14. WRITTEN RESOLUTIONS

14.1 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:

14.1.1 a copy of the proposed resolution has been sent to every eligible member;

14.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and

14.1.3. it has been received at the registered office within a period of 28 days beginning with the circulation date.

14.2. A resolution in writing may comprise several copies to which one or more members have signified their agreement.

15. VOTES OF MEMBERS

- 15.1 Every member, shall have one vote.
- 15.2 Any objection to the qualification of any voter must be raised at the general meeting at which the vote is tendered and the decision of the person who is chairing the general meeting shall be final.

16. TRUSTEES

- 16.1 A Trustee must be a woman aged 18 years or older and must be a member.
- 16.2 No one may be appointed a Trustee if she would be disqualified from acting under the provisions of Article 19.
- 16.3 No serving employee of the Charity may be appointed as a Trustee.
- 16.4 The number of Trustees shall be not less than three but (unless otherwise determined by ordinary resolution) shall be subject to a maximum of 12 (including Co-opted Trustees).
- 16.5 A Trustee may not appoint an alternate Trustee or anyone to act on behalf at meetings of the Trustees.

17. POWERS OF TRUSTEES

- 17.1 The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, the Applicable Charities Legislation, the Articles or any special resolution.
- 17.2 The Trustees may appoint a Chairperson, one or more Deputy Chairperson, Treasurer and such other honorary officers from among their number.
- 17.3 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 17.4 Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

18. APPOINTMENT AND RETIREMENT OF TRUSTEES

- 18.1 The appointment of a Trustee, whether by the Charity in general meeting or by the other Trustees, must not cause the number of Trustees to exceed the number fixed as the maximum number of Trustees.
- 18.2 The Trustees holding office (according to the public register at Companies House) at the date of adoption of these Articles shall continue in office, provided that at each AGM one-third of the Trustees or, if their number is not three or a multiple of three, the number nearest to one-third, shall retire from office by rotation.

- 18.3. The Trustees to retire by rotation shall be those who have been longest in office since their last appointment. If any Trustees became or were appointed Trustees on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 18.4. The term of office of a Trustee elected at an AGM is until the third AGM after the one at which she is appointed. A Trustee may serve up to two consecutive terms of office except in exceptional circumstances where the Trustees resolve that it is in the best interests of the Charity for them to remain for one further term of office.
- 18.5. Provided they have not served the maximum term (and subject to Article 19), retiring Trustees shall be eligible for re-election if they have attended two-thirds of Trustee meetings since the last AGM or the date of their appointment (whichever is the later) or have been excused at a Trustee meeting from so doing, but not otherwise
- 18.6. Where a Trustee is required to retire at an AGM by a provision of the Articles the retirement shall take effect upon the conclusion of the meeting.
- 18.7. Subject to Articles 16, 18.4 and 18.5 those eligible to be elected as a Trustee at an AGM are:
- 18.7.1 a retiring Trustee, or
- 18.7.2 a nominee notified in writing to the Charity by a member eligible to vote at the meeting, along with the signed consent of the nominee and the nominee's details required by Companies House should the nominee be elected, not less than fourteen nor more than forty-five clear days before the AGM.
- 18.8. All members who are entitled to receive notice of a general meeting must be given not less than seven nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a Trustee other than a Trustee who is to retire by rotation.
- 18.9. The Trustees may appoint a person (from the eligible category in Article 16.1) who is willing to act as a Trustee to fill a casual vacancy among elected Trustees. Such person shall be appointed to serve the remainder of the term of office of the Trustee they are replacing and shall be eligible for re-appointment by election subject to Articles 16, 18.4 and 18.5.
- 18.10. In addition to those elected under Article 18.7, the Trustees may co-opt from time to time and at any time (from the eligible category under 16.1) additional Trustees. A Co-opted Trustee shall be appointed to hold office from the date of appointment to the next AGM and shall be entitled to attend meetings of the Trustees and shall have a right to vote at meetings of the Trustees. Co-opted Trustees shall be members of the Charity for so long as they remain Co-opted Trustees. A Co-opted Trustee shall be eligible to be co-opted again, subject to a recommendation from the Trustees on each occasion but shall not serve for a period of more than three years consecutively.
- 18.11. The Members may, by Ordinary Resolution passed by the Members, of which extended notice has been given in accordance with the provisions of s.168 of the Companies Act 2006, remove any Trustee before the expiry of her period of office, notwithstanding anything in these Articles or in any agreement between the Members

and such Trustee and the Members may, if thought fit, by Ordinary Resolution appoint another person nominated in accordance with these Articles.

19. DISQUALIFICATION AND REMOVAL OF TRUSTEES

19.1. A Trustee shall cease to hold office if she:

- 19.1.1 ceases to be a Trustee by virtue of any provision in the Companies Acts or is prohibited by law from being a Charity Trustee;
- 19.1.2. is disqualified from acting as a Trustee by virtue of the Applicable Charities Legislation;
- 19.1.3 ceases to be a member of the Charity;
- 19.1.4. in the written opinion given to the Charity of a registered medical practitioner treating her, or in the opinion of an independent medical consultant whom the Trustees shall nominate and to whom the Trustee shall attend if so required by the Trustees, she has physically or mentally become incapable of acting as a Trustee and may remain so for more than three months;
- 19.1.5. resigns as a Trustee by notice to the Charity (but only if at least two Trustees will remain in office when the notice of resignation is to take effect);
- 19.1.6. may not be a 'fit and proper person' as described in HM Revenue & Custom's guidance and the Trustees believe that her continued involvement as a Trustee could jeopardize the Charity's tax reliefs and exemptions with HMRC and the Trustees resolve that his office be vacated; or
- 19.1.7. is absent without the permission of the Trustees from three meetings of the Trustees held within a period of a calendar year and the Trustees resolve that her office be vacated; or
- 19.1.8. is in breach of the Charity's Minimum Standards of Governance as stated in the Charities Handbook for Trustees; or
- 19.1.9. is removed from the board of Trustees by a resolution of the remaining Trustees that is in the best interests of the Charity that her office is terminated. A resolution to remove a Trustee may only be passed if:
 - 19.1.9.1 the Trustee has been given at least 21 days' notice in writing of the meeting of the Board of Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and
 - 19.1.9.2 the Trustee or, at the option of the Trustee her representative (who need not be involved with the Charity) has been allowed to make representations to the meeting; and

- 19.1.9.3 any rules, regulations, guidelines and policies regarding termination of a Trustee's appointment including any appeal process have been complied with; or
- 19.1.10 is removed under Article 18.11

20. REMUNERATION OF TRUSTEES

The Trustees must not be paid any remuneration unless it is authorised by Article 8or the Commission.

21. PROCEEDINGS OF TRUSTEES

- 21.1. The Trustees may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 21.2. The Trustees shall meet at least four times in each calendar year. Any Trustee may call a meeting of the Trustees.
- 21.3. The Secretary (if any) must call a meeting of the Trustees if requested to do so by a Trustee.
- 21.4. A Trustee meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.
- 21.5. The quorum for a Trustee meeting shall be three.
- 21.6. If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 21.7. No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. 'Present' includes being present by suitable electronic means agreed by the Trustees in which a participant or participants may communicate with all the other participants.
- 21.8. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 21.9. Matters arising at a meeting shall be decided by a majority of votes.
- 21.10. In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- 21.11. The Trustees shall appoint a Trustee to chair their meetings and may at any time revoke such appointment.
- 21.12. If no-one has been appointed to chair meetings of the Trustees or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.

- 21.13. The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by the Articles or delegated to her by the Trustees
- 21.14. A resolution in writing or in electronic form agreed by all the Trustees entitled to receive notice of a meeting of Trustees or of all the members of a delegated committee under Article 22 entitled to receive notice of a meeting of the delegated committee and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a meeting of the delegated committee duly convened and held provided that:
- 21.14.1. a copy of the resolution is sent or submitted to all the Trustees or to all the delegated committee members (as appropriate) eligible to vote;
 - 21.14.2. all Trustees or delegated committee members (as appropriate) have signified agreement to the resolution in an authenticated document or documents which are received at the registered office; and
 - 21.14.3. the resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees or the delegated committee members (if appropriate) has signified their agreement.

22. DELEGATION

- 22.1 The Trustees may delegate any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be Trustees and the terms of any delegation must be recorded.
- 22.2. The Trustees may impose conditions when delegating, including the conditions that:
- 22.2.1. the relevant powers are to be exercised exclusively by the committee to whom they delegate; and
 - 22.2.2. no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.
- 22.3. The Trustees may revoke or vary a delegation.
- 22.4. The meetings and proceedings of committees shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as applicable and not superseded by regulations made by the Trustees.
- 22.5. All acts and proceedings of any committees must be fully and promptly reported to the Trustees.

23. DECLARATION OF TRUSTEES'

A Trustee must declare the nature and extent of any interest, direct or indirect, which she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee must absent herself from any discussions of the Trustees in which it is possible that a conflict will arise between her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest) unless expressly invited by agreement of the Trustees, to remain in order to provide information

24. VALIDITY OF TRUSTEES' DECISIONS

- 24.1. Subject to Article 24.2, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:
- 24.1.1. who was disqualified from holding office;
 - 24.1.2. who had previously retired or who had been obliged by the articles to vacate office;
 - 24.1.3. who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;
- if without:
- 24.1.4. the vote of that Trustee; and
 - 24.1.5. that Trustee being counted in the quorum; the decision has been made by a majority of the Trustees at a quorate meeting.
- 24.2. Article 24.1 does not permit a Trustee or a Connected Person to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for Article 24.1, the resolution would have been void, or if the Trustee has not complied with Article 23 or Article 24.

25. SEAL

If the Charity has a seal it must only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the secretary (if any) or by a second Trustee.

26. MINUTES

- 26.1 The Trustees must keep minutes of all:
- 26.1.1. appointments of officers made by the Trustees
 - 26.1.2. proceedings at meetings of the Charity; and
 - 26.1.3. meetings of the Trustees and committees of Trustees including the names of the Trustees present at the meeting, the decisions made at the meetings, and where appropriate the reasons for the decisions.

27. ACCOUNTS

- 27.1. The Trustees must prepare for each financial year accounts as required by the Companies Acts and the Applicable Charities Legislation. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its

successors and adhere to the recommendations of applicable Statements of Recommended Practice.

- 27.2. The Trustees must keep accounting records as required by the Companies Acts and Applicable Charities Legislation.

28. ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES

- 28.1. The Trustees must comply with the requirements of the Applicable Charity Legislation with regards to the:

28.1.1. transmission of the statements of account to the Commission;

28.1.2. preparation of an Annual Report and its transmission to the Commission; and

28.1.3. preparation of an Annual Return and its transmission to the Commission.

- 28.2 The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.

29 .MEANS OF COMMUNICATION TO BE USED

- 29.1. Subject to the Articles, anything sent or supplied by or to the Charity under the Articles may be sent or supplied in any way in which the Companies Acts provides for documents or information which are authorised or required by any provision of the Companies Acts to be sent or supplied by or to the Charity.

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

- 29.3. Any notice to be given to or by any person pursuant to the Articles must be in writing, or must be given in electronic form.

- 29.4 The Charity may give any notice to a member either personally, or by sending it by post in a prepaid envelope addressed to the member at his or her address, or by leaving it at the address of the member, or by giving it in electronic form to the member's address

- 29.5. A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom or the Republic of Ireland shall not be entitled to receive any notice from the Charity.

- 29.6. A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.

- 29.7. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

29.8. Proof that an electronic form of notice was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent, in accordance with s.1147 of the Companies Act 2006.

29.9. In accordance with s.1147 of the Companies Act 2006 notice shall be deemed to be given 48 hours after the envelope containing it was posted; or in the case of an electronic form of communication, 48 hours after it was sent.

30. RULES

30.1. The Trustees may from time to time make such reasonable and proper rules or bye laws or terms of reference as they may deem necessary or expedient for the proper conduct and management of the Charity.

30.2. The rules or bye laws or terms of reference may regulate the following matters but are not restricted to them:

30.2.1. the admission of members of the Charity and the rights and privileges of such members, and the annual membership fees, subscriptions and other fees or payments to be made by members;

30.2.2. the creation or recognition of working groups and the composition of the members' tasks, roles, rights and privileges of such working groups;

30.2.3. the creation or recognition of groups of supporters or friends of the Charity who are not members of the Charity and the rights and privileges of such groups and any subscriptions or rules regulating the terms of their association with the Charity;

30.2.4. the conduct of members of the Charity in relation to one another, and to the Charity's employees and volunteers;

30.2.5. the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes

30.2.6. the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the Companies Acts or by the Articles;

30.2.7. generally, all such matters as are commonly the subject matter of company rules.

30.3. The Charity in general meeting has the power to alter, add to or repeal the rules or bye laws.

30.4. The Trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Charity.

30.5. The rules or bye laws shall be binding on all members of the Charity. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

31. INDEMNITY

- 31.1. The Charity shall indemnify every relevant Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Charity.
- 31.2. In this Article a "relevant Trustee" means any Trustee or former Trustee of the Charity.

32. DISPUTES

If a dispute arises between members or between Trustees or between members and Trustees of the Charity about the validity or propriety of anything done by the members or Trustees of the Charity under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

33. DISSOLUTION

- 33.1. The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:
- 33.1.1 directly for the Objects; Or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred;
- 33.2 Subject to any such resolution of the members of the Charity, the Trustees may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid,
- 33.2.1 directly for the Objects; or
- 33.2.2 to any charity or charities for purposes similar to the Objects' or
- 33.2.3 to any charity or charities for use for particular purposes that fall within the objects
- 33.3. In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (unless they shall also be a Charity) and if no resolution in accordance with Article 33.1 or 33.2 is passed by the members the net assets of the Charity shall be applied for charitable purposes as directed by the Court or the Commission.

34. INTERPRETATION

- 34.1 In these Articles:

"address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Charity;

"AGM" means the annual general meeting;

"the Applicable Charities Legislation" means the Charities Act (Northern Ireland) 1964 and the Charities (Northern Ireland) Order 1987 and the Charities Act (Northern Ireland) 2008 to the extent that they are for the time being in force and applicable to the Charity;

"the Articles" means the Charity's articles of association;

"Authorised Representative" means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is notified to the Charity in accordance with the Articles;

"the Charity" means the company intended to be regulated by the Articles;

"Charity Trustee" has the meaning prescribed by s.180 of the Charities Act (Northern Ireland) 2008;

"clear days" in relation to the period of a notice means a 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;

"the Commission" means the Charity Commission for Northern Ireland;

"Companies Acts" means the Companies Acts (as defined in s.2 of the Companies Act 2006) insofar as they apply to the Charity;

"Conflicted Trustee" means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or person connected to a Trustee, within the meaning of Article 89(5) of the Charities Act (Northern Ireland) 2008, is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

"Connected Person" means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that she may reasonably be regarded as benefiting directly or indirectly from any Material Benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;

"Co-opted Trustee" means a Trustee co-opted by the Trustees in accordance with Article 18.10;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in s.1168 of the Companies Act 2006; and as in the same as the Electronic Communications Act (Northern Ireland) 2001

"Federation" means Women's Aid Federation Northern Ireland, a company limited by guarantee no NI21741;

"Federation Members" means a member of WAFNI;

"Financial Expert" means a person who is reasonably believed by the Trustees to be qualified to give the relevant advice and/or provide the relevant services by his ability in and practical experience of financial and other matters relating to the investment;

"Material Benefit" means a benefit which may or may not be financial but which has monetary value;

"member" and **"membership"** refers to company law membership of the Charity of any class;

"the Memorandum" means the Charity's memorandum of association;

"the Objects" means the objects of the Charity as defined in Article 3;

"Office" means the registered office of the Charity

"Officers" includes the Trustees and the secretary (if any);

"the seal" means the common seal of the Charity, if it has one;

"Secretary" means any person appointed to perform the duties of the secretary of the Charity;

"Trustee" means a director of the Charity. The Trustees are directors at company law and Charity Trustees for charity law purposes;

"the United Kingdom" means Great Britain and Northern Ireland;

"WAFNI" means the Women's Aid Federation Northern Ireland, company limited by guarantee no. NI21741

"WAFNI Board" means the Federation Trustees or Board of Trustees of WAFNI and is known as the Federation Board;

"Women's Aid" means WAFNI (Women's Aid Federation Northern Ireland) and Women's Aid Local Groups;

"written" or **"in writing"** refers to a legible document or paper or a document which can be printed onto paper including a fax message or electronic mail; and

The singular includes the plural and vice versa.

34.3. Unless the context otherwise requires, words or expressions contained in the Articles have the same meaning as in the Companies Acts and Applicable Charities Legislation but excluding any statutory Modification in force when this constitution becomes binding on the charity.

34.4. Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

34.5. The Model Articles of Association as prescribed in schedule 2 to the Companies (Model Articles) Regulations 2008 are excluded in respect of the Charity.