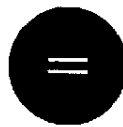


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# ENGENDER

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION  
ENGENDER

THURSDAY



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## 1. INTERPRETATION

In these Articles:

1.1 "the Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force.

1.2 "ENGENDER" means the above named company.

1.3 the Articles" means these Articles of Association of ENGENDER.

1.4 "Board member" means any person appointed to perform the duties of a Director of ENGENDER, in accordance with the Act.

1.5 "Secretary" means the Company Secretary of ENGENDER or any other person appointed to perform the duties of the Company Secretary of ENGENDER.

1.6 "clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

1.7 "Convener" means the person duly appointed to take the chair at a meeting.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles became binding on ENGENDER.

## 2. MEMBERSHIP

2.1 The number of members with which ENGENDER is registered is unlimited.

2.2 The subscribers to the Memorandum of Association of ENGENDER and such other persons as shall be admitted to membership in accordance with these Articles shall be members of ENGENDER.

2.3 Membership is open to

Any self-identifying woman; and

any non-statutory or non-governmental women's organisation or organisation whose work is predominantly involved with women's issues or any organisation which has a section predominantly involved with women's interests, and which nominates a woman as its representative.

2.4 Associate membership is open to any organisation that is supportive of the aims of Engender. Organisational members and associate members must subscribe to the objects of Engender and have paid an annual membership subscription.

2.5 The annual subscription for each category of membership shall be such sum as may from time to time be determined by ENGENDER's board.

### **3. GENERAL MEETINGS**

3.1 The first Annual General Meeting of ENGENDER shall be held within eighteen months of its incorporation and subsequent Annual General meetings shall be held once in each calendar year thereafter. Subject to the foregoing, Annual General Meetings of ENGENDER shall be held at such a time (not being more than 15 months after the holding of the preceding Annual General Meeting) and at such a place as the Board of Management shall determine.

3.2 All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

3.3 An Extraordinary General Meeting shall be convened by the Board of Management whenever it thinks fit or on requisition by members or on requisition by a resigning auditor.

### **NOTICE OF GENERAL MEETINGS**

3.4 At least 21 days clear notice of every Annual General Meeting and at least 14 days clear notice of every Extraordinary General Meeting shall be given in writing by the Secretary to each member, member of the Board of Management and the Auditors.

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

## PROCEEDINGS AT GENERAL MEETINGS

3.6 All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the income and expenditure account and balance sheet and the reports of the Board of Management in the place of those retiring, and the appointment, and the fixing of the remuneration, of the Auditors.

3.7 No business shall be transacted at any General Meeting unless a quorum is present: seven persons entitled to vote upon the business transacted, each being a member, shall be a quorum, or such other number as ENGENDER shall from time to time determine.

3.8 If the quorum required under the preceding article is not present within half an hour after the time appointed for the Meeting or if, during a Meeting, such a quorum ceases to be present, the Meeting shall stand adjourned to such time and place and within 21 days of the original notice as may be fixed by the Convener of the meeting. At least seven days clear notice shall be given of any reconvened meeting. If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the Meeting, the members present shall be a quorum.

3.9 The Convener of ENGENDER, or in her absence the Deputy Convener, shall preside as Convener at every General Meeting of ENGENDER. If neither the Convener nor any Deputy Convener is present and willing to act within fifteen minutes of the time appointed for holding the Meeting, the ordinary members present shall choose some other member of the Board of Management or, if no such member shall be present and willing to act, they shall choose some other attending member of ENGENDER to act as Convener.

3.10 The Convener may, with the consent of any Meeting at which a quorum is present (and if so directed at the Meeting), adjourn the Meeting from time to time and place to place, but no business shall be transacted at any adjourned Meeting which differs from the business of the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

3.11 At all General Meetings a resolution put to the vote of the Meeting shall be decided on by a show of hands by a majority of the members present in person and entitled to vote.

3.12 Every member shall have one vote.

3.13 In the case of an equality of votes, whether on a show of hands or on a poll, the Convener of the meeting shall be entitled to a casting vote in addition to any other vote she may have.

3.14 No objection may be raised as to the validity of any vote except at the meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid; any such objection shall be referred to the Convener of the meeting whose decision shall be final and conclusive.

#### **4. BOARD OF MANAGEMENT**

4.1 The Board of Management shall consist of not more than twelve and not fewer than five elected members, of whom not less than 60% shall be individual members.

4.2 Any member who wishes to be considered for election as a member of the Board of Management at an Annual General Meeting shall lodge with ENGENDER a written, signed notice of their willingness to be elected (in such form as the Board of Management set out in Standing Orders).

4.3 The Board of Management may at any time co-opt any member, who is willing to so act, as a member of the Board of Management.

- a) to fill a vacancy created by any member of the Board of Management vacating office. Any person so appointed shall retain her office until the next AGM when they will be eligible for election;
- b) as an additional member of the Board of Management. Any member so appointed shall retain office only until the next Annual General Meeting, but shall then be eligible for election.

4.4 No person who is not a member of ENGENDER shall in any circumstances be eligible to hold office as a member of the Board of Management, but the Board may agree to invite them to attend as a non-voting observer.

4.5 ENGENDER may from time to time in General Meetings increase or decrease the number of members of the Board of Management, and may make the appointments for effecting such increase.

4.6 In addition to the foregoing retirement provisions, the office of a member of the Board of Management shall be vacated if the member or constituent organisation:

- a) becomes bankrupt or makes any arrangement or composition with the member or its creditors;
- b) becomes incapable for medical reasons of fulfilling the duties of the office and such a capacity is expected to continue for a period of more than six months;
- c) to be a member of ENGENDER;
- d) becomes an employee of ENGENDER;
- e) resigns office by notice in writing to ENGENDER;
- f) fails to attend two consecutive meetings of the Board of Management in any year without providing an explanation acceptable to the Board of Management and the Board of Management.

Members elected to the Board of Management will serve for three years.

#### **APPOINTMENT OF OFFICE BEARERS**

4.7 At the first meeting after the AGM the Board will appoint the offices of Convener, Deputy Convener, Treasurer, Company Secretary and such other posts as the Board of Management may consider appropriate.

4.8 The appointment of any Board of Management member as an office holder shall terminate if they cease to be a member of the Board of Management or if they resign from such office by notice to ENGENDER.

4.9 If the appointment of any office bearer terminates under the preceding article, the members of the Board of Management may at their next meeting appoint another Board of Management member to fill the vacancy; any person so appointed shall (subject to article 45) hold office until the conclusion of the first Annual General meeting which follows such appointment.

✕ 4.10 Office bearers will serve in their office for three years, with a maximum of one renewal. The maximum period for a board member to serve in one office continuously is therefore six years. ✕

#### **DIRECTORS INTERESTS**

4.11 Any member of the Board of Management who is in any way, whether directly or indirectly, interested in a contract with ENGENDER shall declare the nature of that interest at a meeting of the Board of Management. Any member of the Board of Management who receives remuneration from ENGENDER shall absent themselves from that part of the meeting at which any item related to such remuneration is discussed, and shall not be counted towards a quorum for any such meeting.

#### **POWERS AND DUTIES OF THE BOARD OF MANAGEMENT**

4.12 The business of ENGENDER shall be carried out by the Board of Management, who shall be responsible for employing staff to carry out on their behalf the policy of ENGENDER and the administration and management of ENGENDER. The Board of Management generally may exercise all such powers of ENGENDER and control the affairs and property of the network and do on its own behalf all such acts as may be exercised and done by ENGENDER, and as are not by statute or by these Articles required to be exercised or done by the service in General Meeting; subject nevertheless to the provisions of the Act and of these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by ENGENDER in General Meeting. No regulation, however, made by the ENGENDER in General Meeting, shall invalidate any prior act of the Board of Management which would have been valid had that regulation not been made.

4.13 The Board of Management shall appoint and employ such officers and staff as they consider necessary, and shall (subject to the provisions of the Memorandum of Association) regulate their duties and determine their salaries.

4.14 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the service, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board of Management shall from time to time determine.

4.15 The Board of Management shall ensure that Minutes are made, in writing provided for the purpose of:

- a) all appointments of officers and staff made by the Board of Management;
- b) the names of the members of the Board of Management present at each meeting thereof: and
- c) all resolutions and proceedings at all meetings of the Board of Management.

#### **PROCEEDINGS OF THE BOARD OF MANAGEMENT**

4.16 The Board of Management shall meet not less than five times in each year, and may adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be decided by a simple majority of the votes. In the case of an equality of votes, the Convener of the meeting shall have a second or casting vote.

4.17 The quorum necessary for the transaction of the business of the Board of Management shall be half the number of members of the Board plus one, of whom at least one shall be an office bearer.

4.18 The Convener, or if absent, the Deputy Convener, shall preside at meetings of the Board of Management. In the absence of both the Convener and the Deputy Convener, the members of the Board of Management shall choose one of those present to be the Convener of the meeting.

4.19 The continuing members of the Board of Management may act notwithstanding any vacancy in their body, but if their number is reduced below the lowest number fixed in accordance with article 4.17 hereof, the continuing members of the Board of Management may act for the purpose of increasing the number of its members to that number, or of summoning a General Meeting of ENGENDER, but for no other purpose.

4.20 The Board of Management shall have the power to set up sub-committees as it may think appropriate from time to time, and may determine their terms of reference, powers, duration and composition. No sub-committee shall have the power to commit ENGENDER without prior approval of the Board of Management.

4.21 All acts done by any meeting of the Board of Management or of any subsidiary committee or group, or by any person acting as a member of the foregoing shall, notwithstanding that it be afterwards discovered that there was some defect in the

appointment of any such member or person acting as aforesaid, or they were disqualified, be as valid as if every such person had been appointed and was duly qualified to be a member of the relevant committee.

The Board of Management may also delegate to the Convener or any of its members such of their powers as they consider desirable to be exercised by them.

## **5. ACCOUNTS**

5.1 The Board of Management shall cause proper books of account to be kept with respect to:-

- a) All sums of money received and expended by ENGENDER and the matters in respect of which the receipt and expenditure takes place;
- b) All sales and purchases of goods by ENGENDER; and
- c) The assets and liabilities of ENGENDER.

Proper books shall not be deemed to be kept if they do not give a true and fair view of ENGENDER's affairs and explain its transactions.

5.2 The books of account shall be kept at the registered office of ENGENDER or, subject to the Act, at such other place as the Board of Management shall think fit, and shall be open to the inspection of the members of the Board of Management.

5.3 The Board of Management shall from time to time determine whether and to what extent and at what times and places the accounts and books of ENGENDER shall be open to the inspection of the members other than members of the Board of Management. No member, who is not a member of the Board of Management shall have any right of inspecting any account or book or document of ENGENDER except as conferred by statute or authorised by the Board of Management or by the service in General Meeting.

5.4 The Board of Management shall from time to time in accordance with the Act, cause to be prepared and to be laid before ENGENDER at its Annual General Meeting such profit and loss accounts, balance sheets and reports as required by the Act.

5.5 Once at least in every year the accounts of ENGENDER shall be examined and the correctness of the income and expenditure account and the balance sheet ascertained by the independent examiner or auditor, as determined by the Board of Management.

5.6 The independent examiner or auditor shall be appointed and their duties regulated in accordance with the Act.

5.7 A notice may be served by ENGENDER upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at their registered address as appearing in the Register of Members, or by email.

5.8 Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post as a prepaid letter.

5.9 Clause 8 of the Memorandum of Association of ENGENDER shall have effect as if the provisions thereof were repeated in these Articles.