Articles of Association

Soroptimist International Great Britain and Ireland (SIGBI) Limited

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION
SOROPTIMIST INTERNATIONAL GREAT BRITAIN AND IRELAND (SIGBI) LIMITED

Company No: 07058666
Registered Charity No: 1179433

PART A. INTRODUCTION

The Company is a Federation of Member Clubs within the geographic region of the Company all being part of the Soroptimist International movement which seeks to act as a global voice for women through awareness, advocacy and action and to strive for the advancement of the status of women and girls, high ethical standards, human rights for all and equality development and peace.

1. INTERPRETATION

1.1 In these Articles:

"the Act"	means the Companies Act 2006;
"the Articles"	means these Articles of Association of the Company;
"Associate Member"	means an individual who is an informal non-voting Member pursuant to Article 9 and who is not a Member of a Club;
"Authorised Representative"	means a person appointed by a Company Member to act as its representative at General Meetings of the Company. An Authorised Representative must be a Member of the Club in question;
"Being present at a meeting"	means any Member participating at a meeting by suitable electronic means agreed by the Directors in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting.
"the Board"	means the Board of Directors of the Company for the time being and (where appropriate) the Board Members acting by written resolution;
"Board Meeting"	means a meeting of the Board;
"Board Member"	means a Member of the Board being a director of the Company appointed under Article 21;
"Business Day"	means any day other than a Saturday, Sunday or a bank holiday;
"Charities Act"	means the Charities Act 2011;
"Charity Commission"	means the Charity Commission for England & Wales;
"Clear Days"	in relation to a period of notice means the 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;
"Club"	means a local voluntary service Club chartered by, and being a Member of a Soroptimist federation, which is located within the geographic region of the Company, and having individual Members known as Soroptimists
"Committee"	means a committee of the Board exercising powers delegated to it by the Board;

"Companies House"	means the office of the Registrar of Companies;
"the Company"	means the company intended to be regulated by the Articles;
"Company Member"	means a Member for the time being of the Company who is admitted under Article 8 being a Club, and does not refer to individual persons who call themselves "Soroptimists"
"connected person"	means in relation to a Board Member, any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of that Board Member, any firm of which that Board Member is a Member or employee, and any company of which that Board Member is a director, employee or shareholder having a beneficial interest in more than 1% of the share capital;
"document"	includes, unless otherwise specified, any document sent or supplied in electronic form;
"electronic form"	has the meaning given in section 1168 of the Companies Act 2006;
"Federation"	means an organisational grouping of clubs constituted to unite clubs and further the Objects of SI in extended geographical locations as agreed by SI;
"fundamental change"	means such a change as would not have been within the reasonable contemplation of a person making a donation to the Company;
"firm"	includes a limited liability partnership;
"General Meeting"	means a meeting of the Company Members;
"geographic region of	means the countries agreed with and allocated from time to time to the Company as one of the federations of SI;
"including"	means "including without limitation" and "include" and "includes" are to be construed accordingly;
"Indemnity insurance"	means insurance against the costs of a successful defence to a criminal prosecution or civil proceedings and against personal liability incurred by any Board Member for an act or omission which is or alleged to be a breach of trust or breach of duty, unless the Board Member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
"the Memorandum"	means the Memorandum of Association of the Company;
"month"	means calendar month;
"the Objects"	means the objects of the Company set out in Article 4;

"personal interest"	means an occurrence or event under which a Board Member or a connected person will receive a direct or indirect benefit (other than the payment of a premium for indemnity insurance);
"President"	means the person elected as President under Article 21;
"Registered Office"	means the registered office of the Company;
"Registered Charity"	means registered with the Charity Commission of England and Wales;
"Registered Office"	means the registered office of the Company;
"Secretary"	means the secretary of the Company including a joint assistant or deputy secretary;
"SI"	means the organisation known as "Soroptimist International" which is currently constituted as SI (Soroptimist International) Limited – a company limited by guarantee number 08670477 or any successor to the same;
"taxable trading"	means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
"United Kingdom"	means Great Britain and Northern Ireland;
"Working Party"	means a body established by the Board to make recommendations to the Board but without decision-making powers;
"written" or "in writing"	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;
"year"	means a calendar year.

1.2 In the Articles:

1.2.1 terms defined in the Act are to have the same meaning;

1.2.2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;

1.2.3 references to "organisations" or "persons" include corporate bodies, public bodies, unincorporated associations and partnerships;

1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;

1.2.5 references to articles are to those within the Articles; and

1.2.6 headings are not to affect the interpretation of the Articles.

1.3 None of the model articles in the Companies (Model Articles) Regulations 2008 applies to the Company.

1.4 The laws of England and Wales apply to these Articles and any byelaws made pursuant to Article 40.

2. NAME

The name of the Company is Soroptimist International Great Britain and Ireland (SIGBI) Limited.

3. REGISTERED OFFICE

The Registered Office will be situated in England and Wales.

4. OBJECTS

The Objects of the Company are:

4.1 to promote either directly or by the encouragement and support of others including Clubs:

(a) the advancement of education;

(b) the advancement of health and saving lives;

(c) the relief and/or prevention of poverty;

(d) the advancement of good citizenship and community development;

(e) the advancement of human rights (as set out in the Universal Declaration of Human Rights and subsequent United Nations Conventions and Declarations) throughout the world by all or any of the following means:

- relieving need among victims of human rights abuse;
- research into human rights redress, e.g. modern day slavery;
- educating the public about human rights abuse, raising awareness of human rights issues and promoting support for human rights;

(f) the advancement of equality and diversity.

4.2 to promote volunteering in furtherance of the objects set out in 4.1 amongst individual Soroptimist Members of Clubs,

4.3 In each case (4.1 and 4.2 above) for the benefit of the public across the world and in particular for the benefit of women and girls to advance their status, position and role in society where currently unequal or disadvantaged ('the Objects').

4.4 Nothing in these Articles shall authorise an application of the property of the Company for any purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and section 2 of the Charities Act (Northern Ireland) 2008.

5. POWERS

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers:

Staff and Volunteers

5.1 subject to Article 6, to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;

5.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

Property

5.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);

5.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;

5.5 to sell, lease, licence, exchange, dispose of or otherwise deal with property;

5.6 to provide accommodation for any other organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents), where to do so would further the Objects);

Borrowing

5.7 to borrow and give security for loans;

Grants and Loans

5.8 to make grants, donations or loans, to give guarantees and to give security for those guarantees;

Fund Raising

5.9 to raise funds by any means except taxable trading;

Trading

5.10 to trade in the course of carrying out the Objects and to charge for services;

Publicity

5.11 to hold or promote conferences, lectures, seminars and other training events;

5.12 to promote or carry out research and publish the results of it;

Contracts

5.13 to co-operate with and enter into contracts with any person;

B**ank or Building Society Accounts**

5.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company;

Investments

5.15 to:

5.15.1 deposit or invest funds;

5.15.2 employ a professional fund manager; and

5.15.3 arrange for the investments or other property of the Company to be held in the name of a nominee in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000;

Insurance

5.16 to insure the assets of the Company to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);

5.17 to insure and to indemnify the Company's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;

5.18 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;

5.19 to provide indemnity insurance to cover the liability of the Directors and those post holders of the Company who are not Directors;

5.19.1 which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Company; and

5.19.2 to make contributions to the assets of the Company in accordance with the provisions of Section 214 of the Insolvency Act 1986.

provided that any such insurance in the case of clause 5.19.1 shall not extend to: -

- any liability resulting from conduct which the Directors knew, or must have known, was not in the best interests of the Company or which the Directors did not care whether it was in the best interests of the Company or not;

- any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Directors; and
- any liability to pay a fine

and further provided that any such insurance in the case of clause 5.19.2 shall not extend to any liability to make such a contribution where the basis of the Director's and those post holders of the Company who are not Director's liability is her knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation.

Other Organisations

5.20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, Community Benefit Societies associations or institutions which have purposes which include some or all of the Objects; AND to establish subsidiary companies to assist or act as agents for the Company.

5.21 to co-operate or join with any charity, voluntary body or public or statutory authority or any other organisation in any location whatsoever in furthering any of the Objects and to exchange information and advice and to undertake joint activities with any such bodies;

5.22 to acquire, amalgamate with, merge into or enter into any partnership, joint venture or collaboration arrangement with any other not for profit body or charity formed for any of the Objects;

5.23 to undertake and execute any charitable trusts;

5.24 to affiliate, register, subscribe to or join any organisation and in particular to send representatives, delegates and observers to the meetings of any such organisations including the United Nations, its Agencies, its specialised Agencies and any related programmes or activities;

5.25 to act as agent or trustee for any organisation;

Reserves

5.26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

Other matters

5.27 to campaign and lobby (and encourage campaigning and lobbying of) governments and other bodies and individual Members of such governments and bodies upon issues of relevance to the Objects but always so as to retain the strict party political neutrality of the Company; and

General

5.28 to do anything else within the law which promotes or helps to promote the Objects.

6. APPLICATIONS OF FUNDS

6.1 **General**

The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Article 6):

6.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and

6.1.2 a Board Member may not directly or indirectly receive any payment of money or benefit from the Company.

6.2 **Benefits to Members**

Notwithstanding Article 6.1, the Company may make the following payments or grant the following benefits to Company Members: -

Interest and Rent

6.2.1 **r**easonable and proper interest on money lent by any Company Member to the Company;

6.2.2 reasonable and proper rent or hiring fee for premises let or hired by any Company Member to the Company; and

Supply of Goods or Services

6.2.3 reasonable payments to a Company Member in return for goods and/or services supplied to the Company pursuant to a contract;

6.3 **Benefits to Board Members**

Notwithstanding Article 6.1, the Company may make the following payments or grant the following benefits to Board Members:-

Out of pocket expenses

6.3.1 the reimbursement of reasonable and proper out-of-pocket expenses actually incurred in enabling them to carry out their duties as Board Members;

6.3.2 reasonable and proper out of pocket expenses to those Board Members who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers;

Indemnity

6.3.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);

6.3.4 the benefit of indemnity insurance under Clause 5.19;

Fees to companies in which Board Members have negligible interests

6.3.5 a payment to a company in which a Board Member has no more than a 1% shareholding;

Interest and Rent

6.3.6 reasonable and proper interest on money lent by any Board Member to the Company;

6.3.7 reasonable and proper rent or hiring fee for premises let or hired by any Board Member to the Company;

Beneficiaries

6.3.8 benefits provided in furtherance of the Objects to Board Members who are beneficiaries of the Company where those benefits are the same as or similar to benefits provided to other beneficiaries.

Employment/Supply of Goods and Services

6.3.9 a Board Member may not be an employee of the Company but a Board Member who enters into a contract for the supply of goods or services to the Company (other than for acting as a Board Member) may receive payments under such contract provided that:

6.3.9.1. the remuneration or other sums paid to the Board Member do not exceed an amount that is reasonable in all the circumstances;

6.3.9.2. the Board Member is absent from the part of any meeting at which there is a discussion of her employment or remuneration or any matter concerning the contract, her performance in the employment or her performance of the contract, any proposal to enter into any other contract or arrangement with her or to confer any benefit upon her and/or any arrangement with her or to confer any benefit upon her and/or any other matter relating to payment or the conferring any benefit to her;

6.3.9.3. the Board Member does not vote on any such matter and is not counted when calculating whether a quorum of Board Members is present at the meeting;

6.3.9.4. the other Board Members are satisfied that it is in the interests of the Company to employ or to contract with the Board Member rather than with someone who is not a Board Member. In reaching that decision the Board must balance the advantage of employing a Board Member against the disadvantages of doing so (especially the loss of the Board Member's services as a result of dealing with the Board Member's conflict of interest); and

6.3.9.5 the reason for the Board's decision is recorded in the minutes of the Board meeting.

6.4 The limitations in this Article 6 on the making of payments and the granting of benefits by the Company to Board Members shall also extend to any other company in which the Company

6.4.1 holds more than 50% of the shares; or

6.4.2 controls more than 50% of the voting rights attached to the shares; or

6.4.3 has the right to appoint one or more directors to its board.

6.5 For the purposes of Article 6.3 a payment to a connected person shall be deemed to be a payment to the Board Member.

PART B. COMPANY MEMBERSHIP

7. MEMBERS

7.1. The Company Members are:-

7.1.1 the Clubs which were the subscribers to the Memorandum; and

7.1.2 other Clubs admitted to Membership of the Company by the Board under the Articles.

7.1.3 no person other than a Club may be admitted to Company Membership.

8. ADMISSION OF COMPANY MEMBERS

8.1 A Club may not be admitted as a Company Member:-

8.1.1 unless it meets such criteria for Membership as the Board may from time to time determine;

8.1.2 unless a written Membership application in such form as the Board requires has been submitted to the Company and such application has been approved by the Board; and

8.1.3 if the Club would immediately cease to be a Company Member under the Articles.

8.2 Company Membership is not transferable.

9. INFORMAL MEMBERSHIP

9.1 The Board may establish categories of informal (non-voting) Membership from time to time including Associate Members and determine their respective rights and obligations.

10. TERMINATION OF COMPANY MEMBERSHIP

10.1 A Club will cease to be a Company Member:-

10.1.1 on giving written notice of resignation to the Secretary but only if after such resignation at least two Company Members remain;

10.1.2 if it ceases to exist; or

10.1.3 if in the reasonable opinion of the Board the Club ceases to meet the definition of a Club or is in breach of these Articles of Association, the byelaws of the Company from time-to-time in force or the governing documents of SI and the Board resolves by a seventy-five percent majority of those Board members present and voting that it should be removed provided that the Club has first been given the opportunity to present its case and justify why it should not be so removed.

10.2 If a Club ceases to be a Company Member it shall no longer be entitled to use the words 'Soroptimist International' in its name unless it has become a Member of another federation of SI.

11. LIABILITY OF COMPANY MEMBERS

11.1 The liability of the Company Members is limited.

11.2 Every Company Member promises, if the Company is wound up whilst it is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards the costs of winding up the Company and liabilities incurred whilst the contributor was a Company Member.

PART C. GENERAL MEETINGS

12. GENERAL MEETINGS

12.1 The Company must hold a General Meeting at least biennially.

12.2 A General Meeting is to be called by the Board.

12.3 If there are insufficient Board Members available to form a quorum at a Board Meeting to call a General Meeting it may be called in the same way as a Board Meeting.

12.4 On receiving a requisition from:-

12.4.1 five Company Members from at least two different countries; or, if less,

12.4.2 at least one-tenth of the Company Members

the Board must immediately convene a General Meeting.

12.5 The proceedings of General Meetings shall be governed by such byelaws as may be adopted from time to time pursuant to Article 40.

13. NOTICE OF GENERAL MEETINGS

13.1 A General Meeting must be called by at least 28 Clear Days' notice.

13.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Company Members who may attend and vote and who together hold 90% or more of the total voting rights of all the Company Members at the General Meeting.

13.3 The notice must specify:-

13.3.1 the time, date and place of the General Meeting; and

13.3.2 the general nature of the business to be transacted.

13.4 Subject to the Act, no business may be transacted at a General Meeting except that specified in the notice convening the meeting.

13.5 Notice of a General Meeting must be given to all of the Company Members, the Board Members and the Company's auditors (if any).

13.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

14. QUORUM

14.1 No business may be transacted at a General Meeting unless a quorum is present.

14.2 The quorum for General Meetings is one-third of the Company Members for the time being present by their duly Authorised Representatives or by proxy.

14.3 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.

14.4 If at the adjourned meeting there are again insufficient Company Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then those Company Members who are present by their duly Authorised Representatives (provided that they number at least 20) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

14.5 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members.

15. CHAIR AT GENERAL MEETINGS

15.1 The President is to chair General Meetings.

15.2 If the President is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the President Elect must chair the General Meeting.

15.3 If neither the President nor the President Elect is present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of the other Directors of the Board or, in default, another of their number to chair the General Meeting.

16. ADJOURNMENT OF GENERAL MEETINGS

16.1 The President may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.

16.2 The President may also adjourn a General Meeting if it appears to the President that for any other reason an adjournment is necessary for the business of the meeting to be properly conducted.

16.3 The only business which may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting which was adjourned.

16.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 15.1 or 15.2 unless it is adjourned for 30 days or more in which case 28 Clear Days' notice must be given.

16.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

17. VOTING AT GENERAL MEETINGS

17.1 Resolutions are to be decided on a show of hands or by such process of electronic voting as the Board may approve unless a ballot is properly demanded.

17.2 Each Company Member present by its duly authorised representative or by proxy has one vote on a show of hands, an electronic vote and a ballot.

17.3 Details of the Authorised Representative of a Company Member and changes from time to time to the identity of such Authorised Representative must be advised to the Company in writing and no person may act as an Authorised Representative of a Company Member at a General Meeting unless her details have been so advised to the Company.

17.4 If there is an equality of votes on a show of hands, an electronic vote or a ballot the chair of the meeting is not entitled to a second or casting vote and the resolution shall fail.

17.5 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the chair of the meeting whose decision is final.

17.6 A declaration by the chair of the meeting that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

17.7 Any person who is a valid Member of a Club may attend a General Meeting and may speak at such meeting but unless she is the duly Authorised Representative or proxy of a Company Member she may not vote.

17.8 Any Associate Member may attend a General Meeting but may not speak, unless invited to by the Chair of the meeting and may not vote at such a meeting.

17.9 Abstention Votes will not be counted towards the final percentage of votes cast in favour or against a vote.

18. BALLOTS

18.1 A ballot may be demanded by the chair of the meeting or by the duly Authorised Representatives or proxies of any two Company Members before or on the declaration of the result of a show of hands.

18.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.

18.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the question on which the ballot is demanded.

18.4 A ballot is to be taken as the chair of the meeting directs. The chair of the meeting may appoint scrutineers and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.

18.5 A ballot on the election of a chair of a meeting or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or by means of a written resolution pursuant to Article 20.

19. PROXIES

19.1 A Company Member may appoint a proxy in writing. The Board may from time to time prescribe a form to appoint a proxy by byelaws made under Article 40. A proxy may not appoint another proxy.

19.2 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.

19.3 A proxy will only be valid if the document appointing the proxy or a properly certified copy is delivered to the Secretary at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.

19.4 No document appointing a proxy will be valid for more than 12 months.

19.5 A vote given or ballot demanded by proxy is to be valid despite the revocation of the proxy unless written notice of the revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.

19.6 A proxy form will not be valid for any part of a General Meeting at which the Authorised Representative of the Company Member who appointed the proxy is present.

20. COMPANY MEMBERS' WRITTEN RESOLUTIONS

20.1 A written resolution approved by the required majority of eligible Company Members (provided that those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting.

20.2 A resolution under Article 19.1 may consist of several documents in similar form each approved by one or more Company Members.

20.3 A written resolution must be passed within three months of the date of issue.

PART D. THE BOARD

21. APPOINTMENT OF BOARD MEMBERS

21.1 The Board shall comprise such Directors as may be determined by Byelaws made from time to time under Article 40.

21.2 Save for those persons named in Article 21.3 who were the Board Members as at the date of incorporation, the Company Members shall be entitled to ratify the Officers and the Board Members in accordance with Article 21.4.

21.3 The initial Board Members as at the date of incorporation of the Company were Carwen Wynne Howells, Jacqueline Mosedale, Elizabeth Batten, Marguerite Woodstock-Riley, June Walker, Margaret Oldroyd, Maureen Maguire, Kate Moore, Hilary Ratcliffe, Pat Black and Margaret Emsley.

21.4 The arrangements for the election of Board Members shall be in accordance with such procedures as may be set out in byelaws made from time to time under Article 40 always provided that such arrangements must be democratic, fair and transparent.

21.5 Subject to Article 22 the term of office for Board Members shall be as set out in byelaws made from time-to-time under Article 40.

21.6 The election of a Board Member is not to take effect until she has signed the prescribed Companies House form, a declaration of eligibility to be a charity trustee and a declaration that she is a fit and proper person as required by HM Revenue and Customers (if the same are necessary) and the election of any person who has not done so within one month of election is to lapse unless the Board resolves that there is good cause for the delay.

21.7 If a casual vacancy arises amongst the Board Members then the Board shall arrange for an election in accordance with Article 21.4. The person so elected shall continue in office until the end of the term of office of the person she has replaced. The Board shall have the power to fill the vacancy until such time as a valid election has taken place.

21.8 A person may not be appointed as a Board Member:-

21.8.1. if she would immediately cease to hold office under Article 23; or

21.8.2 if she is aged less than 18 years.21.9 For the avoidance of doubt, if the Company is registered as a charity with the Charity Commission then the Board Members are the charity trustees.

22. OBLIGATIONS OF BOARD MEMBERS

22.1 The Board must set out in writing the principal obligations of every Board Member to the Board and to the Company. The statement of Board Members' obligations is not intended to be exhaustive and the Board may review and amend it from time to time.

22.2 The statement of the obligations of the Board Members to the Company must include:-

22.2.1 a commitment to its values and objectives;

22.2.2 an obligation to contribute to and share responsibility for the Board's decisions;

22.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;

22.2.4 an obligation to declare relevant interests;

22.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;

22.2.6 an obligation to comply with fiduciary duties, including:-

22.2.6.1 to act in the best interests of the Company;

22.2.6.2 to declare any interests a Board Member may have in matters to be discussed at Board meetings and not put herself in a position where her personal interest or a duty owed to another conflicts with the duties owed to the Company;

22.2.6.3 to secure the proper and effective use of the Company's property;

22.2.6.4 to act personally;

22.2.6.5 to act within the scope of any authority given;

22.2.6.6 to use the proper degree of skill and care when making decisions particularly when investing funds;

22.2.6.7 to act in accordance with the Memorandum and Articles; and

22.2.7 a reference to obligations under the general law.

22.2.8 A Board Member must sign and deliver to the Board within one month of her election a statement confirming she will meet her obligations to the Board and to the Company.

23. RETIREMENT AND REMOVAL OF BOARD MEMBERS

23.1 A Board Member will cease to hold office if she:-

23.1.1. dies;

23.1.2 ceases to be a Board Member under the Act or is prohibited by the Act, the Charities Act or any other relevant law from being a Board Member;

23.1.3 becomes incapable of managing and administering her own affairs because of mental disorder illness or injury;

23.1.4 is declared bankrupt or makes any arrangement or composition with her creditors;

23.1.5 is in the opinion of the Board guilty of conduct detrimental to the interests of the Company and the Board resolves by a seventy-five per cent majority of the Board Members present and voting that she should be removed provided that the Board Member concerned has first been given an opportunity to put her case and to justify why she should not be removed as a Board Member;

23.1.6 resigns by written notice to the Secretary;

23.1.7 is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a seventy-five per cent majority of the Board Members present and voting) that she should cease to be a Board Member;

23.1.8 is removed by a resolution of the electorate applicable to the Board Member's position, as defined from time to time in byelaws made under Article 40. Such a resolution must be approved by at least seventy-five per cent of the applicable electorate and may be voted upon by means of a postal ballot.

A resolution under this Article 23.1.8 may not be passed unless the Board Member concerned has first been given the opportunity to put her case and to justify why she should not be removed as a Board Member. A Board Member removed from office pursuant to this Article 23.1.8 shall have a right of appeal to the Board whose decision on the matter shall be final.

23.1.9 fails to sign a statement of her obligations under Article 21 within one month of her election and the Board resolves that she be removed; or

23.1.10 is a Member of a Club which ceases to be a Company Member unless her Membership is transferred to another Club within the same geographical area covered by the Company.

24. CONFLICTS OF INTEREST

24.1 Declaration of Interests

24.1.1 If a Board Member is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, she must declare the nature and extent of that interest to the other Board Members.

24.1.2 In accordance with the Act, the declaration may be made at a meeting of the Board or by written notice.

24.1.3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.

24.1.4 Any required declaration of interest must be made before the Company enters into the transaction or arrangement.

24.1.5 A declaration is not required in relation to an interest of which the Board Member is not aware or where the Board Member is not aware of the transaction or arrangement in question. For this purpose a Board Member is treated as being aware of matters of which she ought reasonably to be aware.

24.1.6 A Board Member need not declare an interest:-

24.1.6.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interests;

or

24.1.6.2 if, and to the extent that, the other Board Members are already aware of it (and for this purpose the other Board Members are treated as being aware of anything of which they ought reasonably to be aware).

24.2 **Authorisation of direct conflicts of interests**

24.2.1 A Board Member may enter into a transaction or arrangement with the Company only if and to the extent that such an arrangement is authorised by Article 6.

24.3 **Authorisation of indirect conflicts of interests**

24.3.1 Where, for whatever reason, a Board Member has any form of indirect interest in relation to a transaction or arrangement with the company (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Board Members not having a conflict provided that:-

24.3.1.1 the Board Member with the conflict (and any other interested Board Member) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and

24.3.1.2 the Board Members who do not have a conflict in relation to the matter in question consider it is in the best interests of the Company to authorise the transaction.

24.3.2 The Board Members who do not have a conflict in relation to the matter in question, may, in their absolute discretion, determine that the Board Member with the conflict and/or any other interested Board Member should absent herself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

PART E. BOARD MEETINGS

25. FUNCTIONS OF THE BOARD

25.1 The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:

25.1.1 defining and ensuring compliance with the values and objectives of the Company;

25.1.2 establishing policies and plans to achieve those objectives;

25.1.3 approving each year's budget and accounts before publication;

25.1.4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 30) and employees with proper systems of control;

25.1.5 monitoring the Company's performance in relation to its plans, budget controls and decisions;

25.1.6 appointing (and if necessary removing) employees;

25.1.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and

25.1.8 ensuring that appropriate advice is taken on the items listed in Articles 24.1.1 to 24.1.6 and in particular on matters of legal compliance and financial viability.

26. POWERS OF THE BOARD

26.1 Subject to the Act and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company.

26.2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

27. BOARD MEETINGS

27.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.

27.2 There must be at least one Board Meeting each year. The dates and times of Board Meetings shall be agreed by the Board at least 6 months in advance. The agenda and accompanying papers for a Board Meeting must be circulated to Board Members at least seven days before the meeting.

27.3 An additional Board Meeting shall be held if requisitioned by at least one-third of the Board Members for the time being by written notice delivered to the Registered Office. Notice of such an additional Board Meeting may be issued by one or more Board Members or the Secretary.

27.4 At least 21 days' notice of additional Board Meetings must be given to each of the Board Members and such notice must include details of the business to be transacted at the meeting.

27.5 Matters arising at a Board Meeting are to be decided by a simple majority of votes and, subject to Article 26.6, each Board Member is to have one vote.

27.6 If there is an equality of votes the chair of the meeting is entitled to a second or casting vote.

27.7 A technical defect in the appointment of a Board Member or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

28. QUORUM FOR BOARD MEETINGS

28.1 The quorum for Board Meetings is seventy-five per cent of the Board Members for the time being.

28.2 A Board Member may be part of the quorum at a Board Meeting if she can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.

28.3 The Board may act despite vacancies in its number but if the number of Board Members is less than 5 then the Board may act only to call a General Meeting, to fill casual vacancies pursuant to Article 21.7, or to protect the assets of the Company.

28.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Board Members present may act only to:

28.4.1. adjourn it to such other time and place as they decide; or

28.4.2 call a General Meeting.

28.5 If at the adjourned meeting there are again insufficient Board Members present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Board Members who are present (provided that they number at least three) shall constitute a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

29. CHAIR AT BOARD MEETINGS

29.1 The President is to chair Board Meetings.

29.2 If the President is not present within 15 minutes from the time of the Board Meeting or is unwilling to act then the President Elect must chair the Board Meeting.

29.3 If neither the President or the President Elect is present and willing to act within 15 minutes from the time of the Board Meeting, the Directors present must choose one of the other Directors to chair the Board Meeting.

29.4 The functions of the President as chair (or, where appropriate, such other person as may take the chair at a Board Meeting or General Meeting) are:-

29.4.1 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations;

29.4.2 to ensure that Board Meetings and General Meetings are conducted efficiently;

29.4.3 to give all Board Members an opportunity to express their views;

29.4.4 to establish a constructive working relationship with, and to provide support for, the employees;

29.4.5 where necessary (and in conjunction with the other Board Members) to ensure that, where the post of any employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;

29.4.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings;

29.4.7 to ensure that the Board monitors the use of delegated powers; and

29.4.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee.

29.5 The full roles of the President and the other Officers are to be set out in byelaws made from time to time under Article 40.

30. COMMITTEES AND WORKING PARTIES

30.1 The Board may:

30.1.1 establish Committees consisting of those persons whom the Board decide, each to be led by a Board Member elected in accordance with Article 21.4.

30.1.2 delegate to a Committee any of its powers; and

30.1.3 revoke a delegation at any time.

All delegations must be recorded in writing either in Board minutes or in another appropriate document.

30.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.

30.3 The Members of a Committee or a Working Party are to be appointed by the Board but the Board Member chairing that Committee shall have the right to co-opt individuals to its Membership as long as the individual concerned is a Member of a Club or an Associate Member.

30.4 Each Member of a Committee or Working Party is to hold office for such period of time as the Board may decide or until she resigns or is removed by the Board from the Committee or Working Party.

30.5 The Board must determine the quorum for each Committee and Working Party it establishes.

30.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.

30.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

31. OBSERVERS

31.1 Subject to Article 29.4 the chair of the meeting may allow individuals who are not Board Members to attend a Board Meeting as Observers on whatever terms the Board decides.

31.2 Observers may not vote but may take part in discussions with the prior consent of the chair.

31.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.

31.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to her is being considered.

32. BOARD MEMBERS' WRITTEN RESOLUTIONS

32.1 A written resolution approved by a majority of the Board Members (provided that they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.

32.2 A written resolution approved by a majority of the Members of a Committee (provided that they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.

32.3 A resolution under Articles 32.1 or 32.2 may consist of several documents in similar form each approved by one or more of the Board Members or Committee Members and will be treated as passed on the date of the last signature.

PART F. STATUTORY AND MISCELLANEOUS

33. THE SECRETARY

33.1 A Secretary may be appointed by the Board for such term as the Board decides.

33.2 A Secretary may be removed by the Board at any time.

34. INDEMNITIES FOR OFFICERS AND EMPLOYEES

34.1 No Director or employee is to be liable for losses suffered by the Company except those due to her own dishonesty or gross negligence.

34.2 Subject to the Act every Director or employee is to be indemnified by the Company against any liability incurred in the discharge of her duties or in that capacity in defending any civil or criminal proceedings as long as:

34.2.1 judgement is given in her favour (or the proceedings are dealt with without a finding or admission of a material breach of duty by her); or

34.2.2 she is acquitted; or

34.2.3 relief is granted to her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

35. MINUTES

35.1 The Board must arrange for minutes to be kept of all Board Meetings and General Meetings. The names of those present at the meeting must be included in the minutes.

35.2 Copies of the draft minutes of Board Meetings must be distributed to the Board Members as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).

35.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.

35.4 The Board must keep minutes of all of the appointments made by the Board.

36. ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

36.1 The Company must comply with the Act and if necessary the Charities Act and the Board Members must comply with their obligations in preparing and filing an annual report and annual accounts and in circulating such documentation to the Company Members.

36.2 The Company must comply with the requirements of the Act and if necessary the Charities Act as regards the audit or examination of accounts (to the extent that the law requires).

36.3 The annual Board Members' report and accounts must contain:-

36.3.1 revenue accounts and balance sheet for the last accounting period;

36.3.2 the auditor's report on those accounts; and

36.3.3 the Board's report on the affairs of the Company.

36.4 The accounting records of the Company must always be open to inspection by a Board Member.

37. BANK AND BUILDING SOCIETY ACCOUNTS

37.1 All bank and building society accounts must be controlled by the Board and must include the name of the Company.

37.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

38. EXECUTION OF DOCUMENTS

38.1 Unless the Board decides otherwise, documents which are executed as deeds must be signed by:

38.1.1 two Board Members; or

38.1.2 one Board Member and the Secretary.

39. NOTICES

39.1 Notices under the Articles must be in writing except notices calling Board Meetings.

39.2 A Company Member present by its duly Authorised Representative or by proxy at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.

39.3 The Company may give a notice to a Company Member, Board Member, Secretary or auditor either:

39.3.1 personally;

39.3.2 by sending it by post in a prepaid envelope;

39.3.3 by facsimile transmission; or

39.3.4 by email.

39.4 Notices under Article 39.3.2 to 39.3.4 shall be sent to the address given to the Company by the Company Member, Board Member, Secretary or auditor as the case may be.

39.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 7 days after it was posted.

39.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.

39.7 A copy of the notification from the system used by the Company to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.

39.8 A notice may be served on the Company by delivering it or sending it to the Registered Office or by handing it to the Secretary.

39.9 The Board may make byelaws under Article 40 to define other acceptable methods of delivering notices.

40. BYELAWS

40.1 Subject to Article 40.4;

40.1.1 the Board may from time to time make byelaws for the proper conduct and management of the Company; and

40.1.2 the Company in General Meeting may alter, add to or repeal the byelaws.

40.2 The Board must adopt such means as they think sufficient to bring the byelaws to the notice of Company Members.

40.3 Byelaws are binding on all Company Members and Board Members.

40.4 No byelaw may be inconsistent with or may affect or repeal anything in the Articles.

41. AMENDMENTS

41.1 Where any amendment(s) to the constitutional governing documents of SI shall require an amendment or amendments to be made to the Articles then the Company Members shall take such action as is necessary to effect such amendment(s) at the earliest opportunity; but

41.2 No amendment is to be made which would make a fundamental change to the Objects or amend Article 6.

42. WINDING UP

42.1 The Company Members may be at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

42.1.1 directly for the Objects; or

42.1.2 by transfer to any organisation for charitable purposes similar to the Objects; or

42.1.3 to any organisation for use for particular purposes that fall within the Objects.

42.2 Subject to any such resolution of the Company Members, the Board Members may at any time before, and in expectation of, its dissolution, resolve that any net assets of the Company after all its debts and liabilities have been paid or provision made for them, shall on dissolution of the Company be applied or transferred.

42.2.1 directly for the Objects; or

42.2.2 by transfer to any organisation for charitable purposes similar to the Objects; or

42.2.3 to any organisation for use for particular purposes that fall within the Objects.

42.3 A final report and statement of account must be prepared and sent to Companies House and the Charity Commission.