

## Memorandum and Articles of Association of the National *Women's* Register



The following documents are the Memorandum and Articles of Association of the National *Women's* Register, drawn up in accordance with the Companies Act and approved by the Charity Commissioners. They became effective on 5<sup>th</sup> September 1986.

They are based on the former Charity Deed and they do not change the aims and structure of NWR in any way.

The change was made to free our Trustees from their personal financial responsibility for NWR. This liability has now been transferred to the membership, to a limit of £1 per member. This would only be realised if NWR was wound up in debt, and is extremely unlikely because of:-

- a) The nature of NWR's income, i.e. almost entirely membership subscription.
- b) Financial policy which dictates that financial reserves sufficient to cover four months' running costs are maintained.

## Memorandum of Association of NATIONAL WOMEN'S REGISTER

### THE COMPANIES ACT 1985

#### COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

1. The name of the Association (hereinafter called 'the Company') is NATIONAL WOMEN'S REGISTER.
2. The registered office of the Company will be situated in England.
3. The Company is established to provide facilities for the leisure-time occupation of female members of the public with the object of improving the conditions of both urban and rural life for them in the interests of social welfare.\*
4. In furtherance of the said objects, but not further or otherwise, the Company shall have power:
  - (a) to hold exhibitions, meetings, lectures and classes, either alone or with others;
  - (b) to foster and undertake research into any aspect of the objects of the Company and its work and to disseminate the results of any such research;
  - (c) to co-operate and enter into arrangements with any authorities, national, local or otherwise, and obtain from any such authorities any rights, privileges and concessions;
  - (d) to accept subscriptions, donations, devises and bequests of and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate (whether or not subject to any trust), and to construct, maintain and alter any of the same as are necessary or expedient for any of the purposes of the Company and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;
  - (e) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
  - (f) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
  - (g) to borrow or raise money for the objects of the Company on such terms and (with such consents as are required by law) on such security as may be thought fit;
  - (h) to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Company;
  - (i) to invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
  - (j) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
  - (k) to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Company;
  - (l) to undertake and execute charitable trusts;
  - (m) to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;
  - (n) to insure and arrange insurance cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as the Trustees shall think fit;

- (o) subject to the provisions of clause 4 hereof to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants;
  - (p) to amalgamate with any companies, institutions, societies or associations which are charitable at law and have objects altogether or mainly similar to those of the Company and prohibit the payment or any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;
  - (q) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
  - (r) to do all such other things as shall further the above objects or any of them.
5. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company:
- Provided that nothing herein shall prevent any payment in good faith by the Company:
- (a) of reasonable and proper remuneration to any member, officer or servant of the Company not being a Trustee for any services rendered to the Company;
  - (b) of interest on money lent by any member of the Company or any Trustee at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by the Bank of England; \*
  - (c) of reasonable and proper rent for premises demised or let by any member of the Company or any Trustee;
  - (d) of fees, remuneration or other benefit in money or money's worth to a company of which a Trustee may be a member holding not more than 1/100<sup>th</sup> part of the capital of that company; and
  - (e) to any Trustee of reasonable out-of-pocket expenses.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while she is a member, or within one year after she ceases to be a member, for payment of the debts and liabilities of the Company contracted before she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.
8. If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

\*

*as amended by a Special Resolution passed on 10 April, 1999*

## Articles of Association of NATIONAL WOMEN'S REGISTER

### THE COMPANIES ACT 1985

### COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

#### INTERPRETATION

1. In these Articles:

“the Act” means the Companies Act 1985, including any statutory modification or re-enactment thereof for the time being in force<sup>1</sup>.

“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<sup>1</sup>.

“executed” includes any mode of execution<sup>1</sup>.

“the Trustees” means the Board of Trustees of the Council<sup>2</sup>.

“the Seal” means the common seal of the Company.

“secretary” means any person appointed to perform the duties of the secretary of the Company.

“the United Kingdom” means Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act<sup>1</sup>.

#### OBJECTS

2. The Company is established for the objects expressed in the Memorandum of Association.

#### MEMBERS

3. The number of members with which the Company proposes to be registered is unlimited.
4. The Subscribers to the Memorandum of Association and such other persons as the Trust shall admit to membership shall be members of the Company. Every member of the Company shall either sign a written consent to become a member or sign the register of members on becoming a member.
5. Membership of the Company shall be open (a) to persons who are in membership of a recognised local group being a local group of five or more persons who meet together not less than six times a year in order to further the objects of the Company<sup>2</sup> and (b) to individuals who do not belong to a recognised local group, but who are interested in furthering the work of the Company except that individuals belonging to an affiliated overseas group or organisation are not eligible for membership.
6. Members of the Company shall pay the annual subscription which has been laid down by the Trustees. A member whose subscription remains unpaid for more than 10 weeks from the date on which it fell due shall be deemed to have ceased to be a member of the Company.
7. Unless the Trustees or the Company in General Meeting shall make other provision pursuant to the powers contained in article 80, the Trustees may in their absolute discretion permit any member of the Company to retire provided that after such retirement the number of members is not less than three.

## GENERAL MEETINGS

8. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meetings as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.
9. The Trustees may<sup>2</sup> whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on the requisition of not less than one-twentieth of the recognised local groups, acting through their local organisers.

## NOTICE OF GENERAL MEETINGS

10. All General Meetings shall be called by twenty-eight days' notice in writing to the local organiser of each recognised local group. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company:

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article be deemed to have been duly called if it is so agreed:

- (a) in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat; and
  - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five per cent of the total voting rights at that meeting of all the members.
11. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## PROCEEDINGS AT GENERAL MEETINGS

12. 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 accounts, balance sheets, and the reports of the Trustees and auditors, the election of Trustees in the place of those retiring and the appointment of, and the fixing of the remuneration, of the auditors.
13. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business; the quorum shall be 75 members present and voting. If within half an hour from the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present<sup>1</sup>, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Trustees shall determine. If, at the adjourned meeting, a quorum is not present within half an hour after the appointed starting time, the members present shall constitute a quorum<sup>3</sup>.
14. A Trustee shall preside as chairman at every General Meeting of the Company, or if there is no such Trustee present or willing, the members present shall appoint someone to chair the meeting<sup>2</sup>.

15. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
16. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- (a) by the chairman; or
  - (b) by at least two members present in person.
- Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- The demand for a poll may, before the poll is taken<sup>1</sup>, be withdrawn.
17. Except as provided in Article 19, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
18. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
19. A poll demanded on the election of a chairman, or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any other business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
20. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

## **VOTES OF MEMBERS**

21. Every member shall have one vote.
22. No member shall be entitled to vote at any General Meeting unless all moneys presently payable by her to the Company have been paid.

## **BOARD OF TRUSTEES**

23. The Board shall make such arrangements as shall be necessary to conduct any election to membership of the Board of Trustees by postal ballot<sup>3</sup>.
24. The number of Trustees shall not be less than three, nor, until otherwise determined by a General Meeting, more than five.
25. The Trustees shall be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Trustees<sup>2</sup> or General Meetings of the Company or in connection with the business of the Company.

## **BORROWING POWERS**

26. The Trustees may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

## **POWERS AND DUTIES OF THE TRUSTEES**

27. The business of the Company shall be managed by the Trustees who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations, being not inconsistent with the aforesaid provision, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Trustees which would have been valid if that regulation had not been made.

28. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Trustees shall from time to time by resolution determine.

29. The Trustees shall arrange<sup>2</sup> for minutes to be made in books provided for the purpose:

- (a) of the names of the members of the Trustees present at meeting of the Trustees;
- (b) of all resolutions and proceedings at all meetings of the Company, and of the Trustees.

## **DISQUALIFICATION OF TRUSTEES**

30. The office of Trustee shall be vacated if the Trustee

- (a) ceases to be a Trustee by virtue of any provision in the Act or is disqualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1993 or any statutory re-enactment or modification of that provision; or
- (b) becomes incapable by reason of mental disorder, illness or injury of managing and administering her/his property and affairs; or
- (c) resigns her/his office by notice in writing to the Company; or
- (d) is directly or indirectly interested in any contract with the company and fails to declare the nature of her/his interest in the manner required by the Act; or
- (e) is absent without the agreement of the Trustees from all their meetings held within a period of six months and the Trustees resolve that her/his office be vacated; or
- (f) is removed from office by a three-quarters majority vote of the rest of the members of the Board at a special meeting called for that purpose, when in the opinion of the Trustees it appears that the member in question is acting in a manner detrimental or prejudicial to the wellbeing of the Company<sup>2</sup>.

31. A Trustee shall not vote in respect of any contract in which she/he is interested or any matter arising therefrom<sup>1</sup>, and if she/he does so vote her/his vote shall not be counted.

## **TRUSTEES**

32. At every alternate Annual General Meeting of the Company Trustees who were in office at the time of the two previous annual general meetings and who did not retire at either of them must retire from office<sup>1</sup>.

33. A retiring Trustee shall be eligible for re-election.
34. The Company at the meeting at which a Trustee retires in manner aforesaid may fill the vacated office by electing a person thereto, and in default the retiring Trustee shall, if offering herself for re-election, be deemed to have been re-elected, unless at such meeting, it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Trustee shall have been put to the meeting and lost.
35. No person other than a Trustee retiring at the meeting shall, unless recommended by the Trustees, be eligible for election to the office of Trustee at any General Meeting unless, not less than sixty three clear days before the date appointed for the meeting, there shall have been left at the registered office of the Company notice in writing signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of her intention to propose such person for election, and also notice in writing signed by that person of her willingness to be elected.
36. The Trustees may appoint a Trustee, provided that the appointment does not cause the number of Trustees to exceed any number prescribed by or in accordance with these articles as the maximum number of Trustees. Any Trustees so appointed shall hold office only until the next following Annual General Meeting designated for the retirement and election of Trustees and shall then be eligible for election but shall not be taken into account in determining the Trustees who are to retire by rotation at such meeting. If not elected at such Annual General Meeting, she shall vacate office at the conclusion thereof <sup>4\*</sup>.
37. The Company may from time to time by ordinary resolution increase or reduce the number of Trustees provided that there shall always be a minimum number of three Trustees.
38. Any Trustee may appoint any other person approved by the Trustees to be an alternate Trustee and may remove from office any person so appointed. An alternate Trustee shall be entitled to attend and vote at any Trustee meeting and generally to perform all the functions of her appointer. She shall be deemed for all purposes to be a Trustee and shall alone be responsible for her own acts and defaults and she shall not be deemed to be the agent of the Trustee appointing her.

### **SUB-COMMITTEES**

39. The Board may delegate to sub-committees consisting of such persons as they think fit; any sub-committee so formed shall conform to any regulations that may be imposed on it by the Board shall report all acts and proceedings to the Board as soon as is reasonably practicable.

### **PROCEEDINGS OF THE TRUSTEES**

40. The Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote. A Trustee may, and the secretary on the requisition of a Trustee shall, at any time summon a meeting of the Trustees. It shall not be necessary to give notice of a meeting of the Trustees to any Trustee for the time being absent from the United Kingdom.
41. The quorum necessary for the transaction of the business of the Trustees may be fixed by the Trustees and unless so fixed shall be three.
42. The continuing Trustees may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Trustees, the continuing Trustees or Trustee



may act for the purpose of increasing the number of Trustees to that number, or of summoning a General Meeting of the Company, but for no other purpose.

43. The Trustees may elect a chairman of their meetings and determine the period for which she/he is to hold office; but, if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the Trustees present may choose one of their number to be chairman of the meeting.
44. All acts done by any meeting of the Trustees or by any person acting as Trustee shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Trustee or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Trustee.
45. A resolution in writing, signed by all Trustees for the time being entitled to receive notice of a meeting of the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held.

### **SECRETARY**

46. Subject to the Act, the secretary shall be appointed by the Trustees for such term, at such remuneration and upon such conditions as the Trustees may think fit; and any secretary so appointed may be removed by it: provided always that no Trustee may occupy the salaried position of secretary.
47. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Trustee and the secretary, shall not be satisfied by its being done by or to the same person acting both as Trustee and as, or in place of, the secretary.

### **THE SEAL**

48. The Trustees shall provide for the safe custody of the seal, if any<sup>2</sup>, which shall only be used by the authority of the Trustees or of a committee of the Trustees authorised by the Trustees in that behalf and every instrument to which the seal shall be affixed shall be signed by a Trustee and shall be countersigned by the secretary or by a second Trustee or by some other person appointed by the Trustees for the purpose.

### **ACCOUNTS**

49. Accounts shall be prepared in accordance with the provisions of Part VII of the Act<sup>2</sup>.

### **ANNUAL REPORT**

50. The Trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Commission.

### **ANNUAL RETURN**

51. The Trustees shall comply with their obligations under the Charities Act 1992 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Commissioners.

### **NOTICES**

52. A notice may be given by the Company to any member including the local organiser of a recognised local group either personally or by sending it by post to her/him or to her/his registered address, or (if she/he has no registered address within the United Kingdom) to

the address, if any, within the United Kingdom supplied by her/him to the Company for the giving of notice to her/him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

53. Notice of every General Meeting shall be given in any manner herein before authorised to:

- (a) every local organiser of a recognised local group;
- (b) the auditor for the time being of the Company;
- (c) each Trustee and
- (d) each individual member not in membership of a recognised local group.

No other person shall be entitled to receive notices of General Meetings.

## **DISSOLUTION**

54. Clause 8 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

## **RULES OR BYE LAWS**

55. The Trustees may from time to time make such Rules or Bye Laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may be such Rules or Bye Laws regulate:

- (i) The Admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated.
- (ii) The conduct of members of the Company in relation to one another, and to the Company's servants.
- (iii) The setting aside of the whole or part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes.
- (iv) The procedure at General Meetings and meetings of the Council and Committees of the Trustees in so far as such procedure is not regulated by these presents.
- (v) And, generally, all such matters as are commonly the subject matter of Company rules. The Company in General Meeting shall have power to alter or repeal the Rules or Bye Laws and to make additions thereto and the Trustees shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Bye Laws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no Rule or Bye Law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

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<sup>1</sup> as amended by a Special Resolution passed on 03 April 2004

<sup>2</sup> as amended by a Special Resolution passed on 10 April 1999

<sup>3</sup> as amended by a Special Resolution passed on 15 April 2000

<sup>4</sup> as amended by a Special Resolution passed on 22 April 2006