



Companies ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
WOMEN CONNECT FIRST

1. NAME:

The name of the company is **Women Connect First** (“the Charity”)

2. REGISTERED OFFICE:

The registered office of the Charity is to be in England and Wales

3. OBJECTS:

The Objects of the Charity are

“1 To advance the education of the public primarily but not exclusively of women members of ethnic minority communities

2 To relieve poverty and distress arising from financial hardship and/or physical and/or mental suffering

3 The promotion of equality and diversity for the public benefit, in particular, but not exclusively, in Wales by

- (i) Developing the capacity and the skills primarily but not exclusively, of women members of ethnic minority communities in such a way that they are better able to identify and help meet their needs and participate more fully in society
- (ii) Raising awareness of their social and religious needs



4. POWERS

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

- a. To provide educational instruction, training courses and lectures
- b. To promote or carry out research
- c. To provide advice including (without limitation) counselling, mediation, career guidance, advocacy and personal support
- d. To publish or distribute information
- e. To co-operate with other bodies
- f. To support, administer or set up other charities
- g. To raise funds (but not by means of **taxable trading**)
- h. To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993)
- i. To acquire or hire property of any kind
- j. To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993)
- k. To make grants or loans of money and to give guarantees
- l. To set aside funds for special purposes or as reserves against future expenditure
- m. To deposit or invest funds in any lawful manner (but to invest only after obtaining advice from a financial expert and having regard to the sustainability of investments and the needs for diversification)
- n. To delegate the management of investments to a financial expert, but only on terms that
 - i) the investment policy is recorded in writing for the financial expert by the **Management Board**
 - ii) every transaction is reported promptly to the Management Board
 - iii) the performance of the investments is reviewed regularly with the Management Board
 - iv) the Management Board is entitled to cancel the delegation arrangement at any time
 - v) the investment policy and the delegation arrangement are reviewed at least once a year

- vi) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Management Board on receipt
 - vii) the financial expert must not do anything outside the powers of the Management Board
- o. To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Management Board or of a financial expert acting under its instructions and to pay any reasonable fee required
 - p. To ensure the property of the charity against any foreseeable risk and take out other insurance policies to protect the charity when required
 - q. To ensure the **members of the Management Board** against the costs of a successful defence to a criminal prosecution brought against them as a charity trustees or against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, unless the **Management Board member** concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty
 - r. Subject to clause 6, to employ paid or unpaid agents, staff or advisers
 - s. To enter into contracts to provide services to or on behalf of other bodies
 - t. To establish subsidiary companies to assist or act as agents for the Charity
 - u. To pay the costs of forming the Charity
 - v. To do anything else within the law which promotes or helps to promote the Objects

5. MEMBERSHIP

- 5.1 The number of members with which the company proposes to be registered is unlimited
- 5.2 The charity must maintain a register of members
- 5.3 **Membership** of the Charity is open to any individual or organisation interested in promoting the Objects who

- 5 3 1 applies to the Charity in the form required by the Management Board
- 5 3 2 is approved by the Management Board and
- 5 3.3 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an **authorised representative**

5 4 The Management Board may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions

5 5 Membership is terminated if the member concerned

- 5 5 1 gives written notice of resignation to the Charity
- 5 5 2 dies or (in the case of an organisation) ceases to exist
- 5 5 3 is six **months** in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due)
- or
- 5 5 4 is removed from membership by resolution of the Management Board on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within **14 clear days** after receiving notice)

5 6 Membership of the Charity is not transferable

6. BENEFITS TO MEMBERS AND MANAGEMENT BOARD MEMBERS

- a) The property and funds of the Charity must be used only for promoting the Objects and do not belong to the **members** of the Charity **but**
 - i) Members who are not members of the Management Board may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
 - ii) Members (including members of the Management Board) may be paid interest at a reasonable rate on money lent to the Charity
 - iii) Members (including members of the Management Boards) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
 - iv) Individual members who are not members of the Management Board but who are beneficiaries may receive charitable benefits in that capacity

- b) A member of the Management Board must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except
 - i) as mentioned in clauses 4 q, 6 a ii, 6 a iii or 6 c
 - ii) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
 - iii) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
 - iv) payment to any company in which the Management Board member has no more than a 1 per cent shareholding
 - v) in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance)

- c) Any member of the Management Board (or any firm or company of which a member of the Management Board is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit but only if
 - i) the goods or services are actually required by the Charity
 - ii) the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in clause 6 a iv
 - iii) no more than one half of the Management Board are subject to such a contract in any financial year

- d) Whenever a member of the Management Board has a personal interest in a matter to be discussed at a meeting of the Management Board or a committee the Management Board member concerned must
 - i) declare an interest at or before discussions begins on the matter
 - ii) withdraw from the meeting for that item unless expressly invited to remain in order to provide information
 - iii) not to be counted in the quorum for that part of the meeting
 - iv) withdraw during the vote and have no vote on the matter
 - v) this clause may not be amended without the prior written consent of the **Commission**

7. LIMITED LIABILITY

The liability of members are limited

8. GENERAL MEETINGS

- 8.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative

General meetings are called on at least 21 clear days' written notice specifying the business to be discussed

- 8.2 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least four (or one third of the members if greater)
- 8.3 The **Chair** or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 8.4 Except where otherwise provided by the **Act**, every issue is decided by a majority of the votes cast
- 8.5 Except for the chair of the meeting, who has a second or a casting vote, every member present in person or through an authorised representative has one vote on each issue
- 8.6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 8.7 The charity must hold an **AGM** in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation.
- 8.8 At an AGM the members
 - 8 8 1 receive the accounts of the Charity for the previous financial year
 - 8 8 2 receive the Management Board's report on the Charity's activities since the previous AGM
 - 8 8 3 accept the retirement of those members of the Management Board who wish to retire or who are retiring by rotation
 - 8 8 4 elect persons to be members of the Management Board to fill the vacancies arising
 - 8 8 5 appoint auditors for the Charity
 - 8 8 6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity and
 - 8 8 7 discuss and determine any issues of policy or deal with any other business put before them
- 8.9 Any general meeting which is not an AGM

- 8.10 An EGM may be called at any time by the Management Board and must be called within 28 days of a written request from at least three members (or 10% of the members if greater)

9 THE MANAGEMENT BOARD

- 9.1 The Management Board as charity trustees have control of the Charity and its property and funds
- 9.2 The Management Board when complete consist of t least three and not more than twelve individuals
- 9.3 Every member of the Management Board must sign a declaration of willingness to act as a charity Management Board member of the Charity before he or she is eligible to vote at any meeting of the Management Board held on or after the date of the Charity's registration as a charity
- 9.4 One third (or the number nearest one third) of the members of the Management Board must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by its drawing lots
- 9.5 A Management Board member's term of office automatically terminates if he or she
- 9.5.1 is disqualified under the Charities Act 1993 from acting as a charity Management Board member
 - 9.5.2 is incapable, whether mentally or physically, of managing his or her own affairs
 - 9.5.3 is absent from all the meetings of the Management Board held within any period of twelve months
 - 9.5.4 ceases to be a member (but such a person may be reinstated by resolution passed by all other members of the Management Board on resuming membership of the Charity before the next AGM)
 - 9.5.5 resigns by written notice to the Management Board (but only if at least three Management Board members will remain in office) or
 - 9.5.6 is removed by resolution passed by a majority of the members present and voting at a general meeting after the meeting has invited the views of the Management Board member concerned and considered the matter in the light of any such views
- 9.6 The Management Board may at any time co-opt any person duly qualified to be appointed as a member of the Management Board to fill a vacancy in their number or as an additional member of the Management Board, but a co-opted member of the Management Board holds office only until the next AGM

9 7 A technical defect in the appointment of a member of the Management Board of which the Management Board is unaware at the time does not invalidate decisions taken at a meeting

10 PROCEEDINGS OF THE MANAGEMENT BOARD

10 1 The Management Board must hold at least three meetings each year

10 2 A quorum at a meeting of the Management Board is three members of the Management Board

10 3 A meeting of the Management Board may be held either in person or by a suitable electronic means agreed by the Management Board in which all participants may communicate with all the other participants

10 4 The Chair or (if the Chair is unable or unwilling to do so) some other members of the Management Board chosen by the Management Board present presides at each meeting

10 5 Every issue may be determined by a simple majority of the votes cast at a meeting but a written resolution signed by all the members of the Management Board is as valid as a resolution passed at a meeting (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature)

10 6 Except for the chair of the meeting, who has a second or casting vote, every member of the Management Board has one vote on each issue

10 7 A procedural defect of which the Management Board is unaware at the time does not invalidate decisions taken at a meeting

11 POWERS OF THE MANAGEMENT BOARD

The Management Board has the following powers in the administration of the Charity

11 1 To appoint (and remove) any member (who may be a member of the Management Board) to act as Secretary to the Charity in accordance with the Act

11 2 To appoint a Chairman, Treasurer and other honorary officers from among their number

11 3 To delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must

be a member of the Management Board and all proceedings of committees must be reported promptly to the Management Board)

11 4 To make Standing Orders consistent with the **Memorandum, these Articles** and the Act to govern proceedings at general meetings

11 5 To make Rules consistent with the Memorandum, these Articles and the Act to govern proceedings at their meetings and at meetings of committees

11 6 To make Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)

11 7 To establish procedures to assist the resolution of disputes within the Charity

11 8 To exercise any powers of the Charity which are not reserved to a general meeting

12 RECORDS & ACCOUNTS

12 1 The Management Board must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of

12 1 1 annual reports

12 1 2 annual returns

12 1 3 annual statements of account]

12 2 The Management Board must keep proper record of

12.2 1 all proceedings at general meetings

12.2 2 all proceedings at meetings of the Management Board

12.2 3 all reports of committee and

12.2 4 all professional advice obtained

12 3 Accounting records relating to the Charity must be made available for inspection by any member of the Management Board at any reasonable time during normal office hours and may be made available for inspection by members who are not members of the Management Board if the Management Board so decides

12 4 A copy of the Charity's latest available statement of account must be supplied on request to any members of the Management Board or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months

13 NOTICES

13 1 Notices under these Articles may be sent by hand, or by post or by a suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper circulating throughout the area of benefit or any newsletter distributed by the Charity

13 2 The only address at which a member is entitled to receive notices is the address shown in the register of members

13 3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received

13 3 1 24 hours after being sent by electronic means or delivered by hand to the relevant address

13 3 2 two clear days after being sent by first class post to that address

13 3 3 three clear days after being sent by second class or overseas post to that address

13 3 4 on the date of publication of a newspaper containing the notice

13 3 5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier,

13 3 6 as soon as the member acknowledges actual receipt

13 4 A technical defect in the giving of notice of which the Management Board is unaware at the time does not invalidate decisions taken at a meeting

14 GUARANTEE

Every member promises, if the Charity is dissolve while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while the contributor was a member

15 DISSOLUTION

a) If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways-

- i. By transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects
- ii. Directly for the Objects or charitable purposes within or similar to the Objects
- iii. In such other manner consistent with charitable status at the Commission approve in writing in advance

b) A final report and statement of account must be sent to the Commission

16 INTERPRETATION

16 1 In the Memorandum and in these Articles

‘beneficiaries’ means the persons for whose benefit the Charity has been established

‘The Act’ means the Companies Act 1985

‘AGM’ means annual general meeting of the Charity

‘area of benefit’ means Wales

‘these Articles’ means these Articles of association

‘authorised representative’ means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary

‘Chair’ means the chair of the Management Board

‘the Charity’ means the company governed by these Articles

‘charity trustee’ has the means prescribed by section 97(1) of the Charities Act 1993

‘clear day’ means 24 hours from the night following the relevant event

‘the Commission’ means the Charity Commissioners for England and Wales

‘EGM’ means an extraordinary general meeting of the Charity

‘financial expert’ means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services and Markets Act 2000

‘Management Board member’ or ‘Member of the Management Board’ means a director of the Charity and ‘Management Board’ means all of the directors

‘material benefit’ means a benefit which may not be financial but has a monetary value

‘member’ and ‘membership’ refer to the membership of the Charity

‘Memorandum’ means the Charity’s Memorandum of Association

‘month’ means calendar month

‘the Objects’ means the Objects of the Charity as defined in clause 3 of the Memorandum

‘Secretary’ means the Secretary of the Charity

‘taxable trading’ means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of raising funds and not for the purpose of actually carrying out the Objects

‘written’ or ‘in writing’ refers to a legible document on paper including a fax message

‘year’ means a calendar year

16 2 Expressions defined in the Act have the same meaning

16 3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

Amna Ismail Yassin
40 Adams Croft Place
Cardiff
CF10 2EZ

Amna Ismail Yassin
.....
signed in the presence of

P. Thorley 9-6-05
.....
witness name: Pamela Thorley
address: 1 Rayland Close
St. Mellons
occupation: cleaner

Julia Lee
1 Railway Crescent
Splott
Cardiff
CF24 2BP

Julia Lee
.....
signed in the presence of

P. Thorley 9-6-05
.....
witness name: Pamela Thorley
address: 1 Rayland Close
St. Mellons
occupation: cleaner

Cristina Fatmi
44 Topaz Street
Roath
Cardiff
CF24 1PH

Cristina Fatmi
.....
signed in the presence of

P. Thorley 9-6-06
.....
witness name: Pamela Thorley
address: 1 Rayland Close
St. Mellons
occupation: cleaner

Asha Ali
12 Everard Way
Lakeside
Cardiff
CF23 6DP

AH
..... 9/6/05
signed in the presence of

P. Thorsley
.....
witness name: Pamela Thorsley
address: 1 Rayland Close
occupation: St. Mellons
cleaner

Maliika Kaaba
22 Barnard Ave
Caerau
Cardiff
CF5 5AU

Maliika Kaaba
.....
signed in the presence of

P. Thorsley 9.6.05
.....
witness name: Pamela Thorsley
address: 1 Rayland Close
occupation: St. Mellons
cleaner

Caroline Sandra Greathead
ANTHONY and JARIVE Solicitors
16 Court Road
Bridgend CF31 1BW

C.S. Greathead
.....
signed in the presence of

James
.....
witness name: Leika Jamal
address: 24 Adoniscroft Place
Cardiff
occupation: Advice/Link
Officer