

COMPANIES ACT 2006
~~SPECIAL WRITTEN~~ ORDINARY RESOLUTION


Company number: EN99002K

Company name: SC 286639

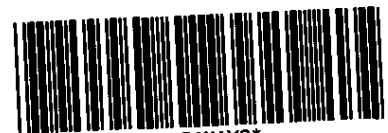
On the 16th day of NOVEMBER 20 19 the following ~~special written~~ ordinary resolution was agreed and passed by the members:

That this meeting resolves to adopt the amended governing documents as proposed by the Board of Directors.

Signed



WEDNESDAY



S8Z4MAYQ
SCT 19/02/2020 #217
COMPANIES HOUSE

S8XQMW9
SCT 30/01/2020 #48
COMPANIES HOUSE

S8X93W0H
SCT 23/01/2020 #219
COMPANIES HOUSE



ENGENDER

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

ENGENDER

SC 286639

SCO29053

1. INTERPRETATION

In these Articles:

1.1 "the Act 2006" means the Companies Act 2006 and the 'Act 2005' means the Charity and Trustees Investment (Scotland) Act 2015, including any statutory modification or re-enactment thereof for the time being in force.

1.2 "ENGENDER" means the above named company.

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

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

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

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

1.7 "OSCR" means the Office of the Scottish Charity Regulator.

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

1.8 The model articles of association as prescribed in Schedule 2 to The Companies (Model Articles) Regulations 2008 are excluded in respect of ENGENDER.

OBJECTS

1.9 The Object of ENGENDER is to

- To advance the education of the general public about matters relating to the relative position of men and women in Scottish society
- To promote the equality of women with men
- To relieve poverty among women
- To promote, encourage and facilitate the activities of charities and charitable activities and work with women in Scotland and elsewhere.

1.10 The objects of ENGENDER are restricted to those set out in article 1.9 (but subject to article 1.11).

1.11. ENGENDER may (subject to first obtaining the consent of OSCR) add to, remove or alter the statement of ENGENDER'S objects in article 1.9; on any occasion when it does so, it must give notice to the registrar of companies and the amendment will not be effective until that notice is registered on the register of companies.

POWERS

1.12 ENGENDER shall have the following powers exercisable in furtherance of the foregoing objects but not for any other purpose:-

1.12.1 To raise, spend and hold funds

1.12.2 To employ staff

1.12.3 To purchase, lease or otherwise acquire and hold any heritable or real or personal property, any rights, privileges or licences necessary, convenient or desirable for the objects of ENGENDER and construct, alter and maintain any houses or buildings or other property required for such purposes and to sell, manage, improve, develop, repair, lease or otherwise deal with all or any part of the undertaking, property, rights or privileges of ENGENDER as may be thought expedient in promoting the objects of ENGENDER.

1.12.4 To accept subscriptions, bequests, grants and donations (whether of heritable, real or personal estate) and whether subject to any special trust or not for all or any of the purposes of ENGENDER.

- 1.12.5 To take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of ENGENDER whether by way of donations, annual subscriptions, grants, loans or otherwise and, without prejudice to the generality of the foregoing, to request donations or other contributions to ENGENDER from any persons for whom a service is provided.
- 1.12.6 To invest the monies of ENGENDER not immediately required for the said objects in or upon such investments, securities or property as may be thought fit, subject to such requirements as may be required by law.
- 1.12.7 To draw, make, accept, execute and endorse cheques, promissory notes, bills of exchange and other negotiable instruments.
- 1.12.8 To pay from funds of ENGENDER costs, charges and expenses of and necessary for formation of and registration of ENGENDER.
- 1.12.9 To print and publish or commission any newsletter, articles, periodicals, books, or leaflets necessary for the promotion of the objects of ENGENDER.
- 1.12.9 To effect such insurance against risks of all kinds as may be considered necessary by the Board of Directors.
- 1.12.10 To purchase or otherwise acquire and take over all or any part of any undertaking which ENGENDER may lawfully acquire or take over the property, assets, liabilities and engagements of any one or more charitable companies, societies, associations or bodies having objects similar to those of ENGENDER and to amalgamate with any such companies, societies, associations or bodies.
- 1.12.11 To act in concert, or make any arrangements, with any company, corporation, central government department, local or public authority, society or other body, person or organisation now or hereafter constituted, with a view to promoting any objects of ENGENDER.
- 1.12.12 To manufacture, buy, sell, rent, let on hire and deal all articles and commodities, of whatsoever nature, as may be deemed suitable for promoting the objects of ENGENDER.
- 1.12.13 To administer and distribute funds raised in furtherance of the above objects.
- 1.12.14 To undertake and execute charitable trusts, gratuitously or otherwise, the undertaking whereof may be incidental to the attainment of the objects of Engender or any of them

1.12.15 To do all such other lawful things as may be incidental or conducive to the attainment of any of the above objects in any part of the world.

And it is declared that in this clause where the context so admits, "property" means property, heritable or moveable, real or personal, wherever situated.

RESTRICTION ON USE OF ENGENDER'S ASSETS

1.13 Subject to clause 1.14:

- a) The income and property of ENGENDER shall be applied solely towards the promotion of its objects as set out in article 1.9;
- b) No part of the income and property of ENGENDER shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to members or the Board of Directors of ENGENDER.
- c) No individual Board of Directors member shall be appointed to any office of ENGENDER in respect of which a salary or fee is paid; and
- d) No benefit in money or money's worth shall be given by ENGENDER to any Board of Directors member for their services as a board member except repayment of out of pocket expenses.

1.14 ENGENDER shall, notwithstanding the provisions of clause 1.13 be entitled:

- a) To pay reasonable and proper remuneration to any Board of Directors member or member of ENGENDER for any services actually rendered to ENGENDER;
- b) To pay interest on any money lent by any member of ENGENDER at a rate per annum not exceeding whichever is the higher of six per cent per annum or two per cent over the base rate of the bank used by ENGENDER (or such a rate as is substituted therefore);
- c) To pay reasonable rent at a rate not exceeding the open market rent for premises let to ENGENDER by any Board of Directors member or member of ENGENDER; and
- d) To purchase assets from, or sell assets to, any Board of Directors member or member of ENGENDER providing such purchase is at market value.

LIABILITY OF MEMBERS

1.15 The liability of members is limited to £1.

1.16 Every member of ENGENDER undertakes to contribute to the assets of ENGENDER in the event of its being wound up while he or she is a member or within one year

thereafter for payment of the debts and liabilities of ENGENDER contracted before ceasing to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves such amount as may be required not exceeding one pound.

- 1.17 If upon the winding up or dissolution (except in the case of a reconstruction or amalgamation between charitable trusts having similar objects) of ENGENDER there remains after satisfaction of all its proper debts and liabilities any property whatsoever, the same shall not be paid or distributed among the members of ENGENDER but shall be given or transferred to some other charitable body or bodies (whether incorporated or unincorporated), having objects similar to the objects of ENGENDER, and which shall prohibit the distribution of its or their income and *property among its or their members to an extent at least as great as is herein* before imposed on ENGENDER, such charitable body or bodies to be determined by the members of ENGENDER at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then to some other object which the law regards as charitable.

2. MEMBERSHIP

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

2.2 Such persons as shall be admitted to membership in accordance with these Articles shall be members of ENGENDER.

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

2.4 Affiliate membership is open to any organisation that is supportive of the aims of Engender and which nominates a woman as its representative.

2.5 In the case of an organisation which is not a corporate body, the organisation itself cannot be a member of ENGENDER; instead, membership shall be open to an individual nominated by that organisation (where the organisation would qualify for Full Membership under clause 2.3 or Affiliate Membership under clause 2.4), but on the basis that no more than one individual nominated by each organisation can be a member of ENGENDER at any given time. An individual nominated for membership by an unincorporated associated must be approved as a member at a meeting of the board.

2.6 Organisational members and affiliate members must subscribe to the objects of Engender and be approved as members at a meeting of the Board. Neither category of membership is open to single issue groups that campaigns against any of Engender's policy advocacy

positions. For example, a women's group that campaigns to restrict access to abortion could not be a member.

2.7 The annual subscription(s) for membership shall be such sum(s) as may from time to time be determined by ENGENDER's board.

2.8 The Board of Directors shall ensure that a Register of Members' full name and address, date of birth, date of appointment / leaving, and any offices held, is kept up to date (this applies to current and former Directors). Board of Directors is to ensure Companies House is kept up to date with changes in membership of the Board.

2.9 The Board of Directors has the right to remove or suspend members. The member concerned has the right to be (i) told the details of the offence and the reasons for expulsion or suspension and (ii) be heard by the Board, or such sub-committee as is convened for this purpose, with the option of being accompanied by a friend, colleague or advocate before the decision is made by the Board of Directors or convened sub-committee.

2.10 Any individual or organisation who/which wishes to withdraw from membership shall lodge with ENGENDER a written notice to that effect, signed by him/her or (in the case of a corporate body) signed on its behalf by an appropriate officer of that body; on receipt of the notice by ENGENDER, he/she/it shall cease to be a member.

2.11 An organisation which has nominated an individual for membership may withdraw its nomination at any time, by way of written notice to ENGENDER to that effect, signed by an appropriate officer of that organisation; on receipt of the notice by ENGENDER, he/she will automatically cease to be a member.

2.12 Membership shall cease:

2.12.1 in the case of an individual, on death;

2.12.2 in the case of an organisation, on the liquidation, winding-up, dissolution or striking-off of that organisation;

2.12.3 in the case of an individual admitted to membership on the basis of nomination by an organisation which is not a corporate body, if that organisation is wound-up or dissolved.

2.13 A member may not transfer her/its membership to any other individual or organisation.

3. GENERAL MEETINGS

3.1 An Annual General meeting shall be held once in each calendar year. Subject to the foregoing, Annual General Meetings of ENGENDER shall be held at such a time (not being more than 15 months after the holding of the preceding Annual General Meeting) and at such a place as the Board of Directors shall determine.

3.3 A E General Meeting shall be convened by the Board of Directors whenever it thinks fit or on requisition by members or on requisition by a resigning auditor or independent examiner.

3.4 The business of each annual general meeting shall include:

- a) a report on the activities of ENGENDER during the previous year and the organisation's finances;
- b) the retiral and election of individuals to the Board of Directors;, and
- d) the appointment, of the Auditors or independent examiner.

NOTICE OF GENERAL MEETINGS

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

3.5 The reference to "clear days" in clause 3.4 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, (or, in the case of a notice sent by electronic means, the day after it was sent) and also the day of the meeting, should be excluded.

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

3.7 A notice calling a meeting shall specify the time and place of the meeting; it shall indicate the general nature of the business to be dealt with at the meeting and if a special resolution (or a resolution requiring special notice under the Act 2006) is to be proposed, shall also state that fact, giving the exact terms of the resolution.

3.8 For the purposes of these Articles, a "special resolution" means a resolution passed by 75% or more of the votes cast on the resolution at a general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with the provisions of the Articles; for the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast in favour of the resolution as compared with the total number of votes cast in relation to the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.

3.9 In addition to the matters expressly referred to elsewhere in these articles, the provisions of the Act 2006 allow ENGENDER, by special resolution:

- a) to alter its name;
- b) to alter any provision of these articles or adopt new articles of association.

3.10 For the purposes of these Articles, an "ordinary resolution" means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes against), at a general meeting, providing proper notice of the meeting has been given in accordance with the provisions of these Articles.

PROCEEDINGS AT GENERAL MEETINGS

.12 No business shall be transacted at any General Meeting unless a quorum is present: twelve persons entitled to vote, each being a Full member, shall be a quorum.

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

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

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

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

3.17 Every Full member shall have one vote.

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

4. BOARD OF DIRECTORS

4.1 The Board of Directors shall consist of not more than twelve and not fewer than five elected Full members.

4.2 Any Full member who wishes to be considered for election as a member of the Board of Directors at an Annual General Meeting shall nominate themselves according to the procedure set out in the Governance Handbook

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

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

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

4.5 The office of a member of the Board of Directors shall be automatically vacated if the director:

- a) becomes bankrupt or makes any arrangement or composition with the member or its creditors;
- b) ceases to be a director through the operation of any provision of the Act 2006 or becomes prohibited by law from being a director;
- c) becomes debarred under any statutory provision from being a charity trustee;
- d) becomes incapable for medical or mental health reasons of fulfilling the duties of the office and such a capacity is expected to continue for a period of more than six months;
- e) Ceases to be a member of ENGENDER;
- f) becomes an employee of ENGENDER;
- g) resigns office by notice in writing to ENGENDER;
- h) fails to attend two consecutive meetings of the Board of Directors in any year without providing an explanation acceptable to the Board of Directors;
- i) is removed from office by resolution of the directors on the grounds that she is considered to have been in serious or persistent breach of duties under sub-sections 66(1) or (2) the Act 2005; or
- j) is removed from office by ordinary resolution (special notice having been given) in pursuance of section 168 of the Act 2006.

4.6 A resolution under paragraph 4.5(i) shall be valid only if:

- a) the director who is the subject of the resolution is given reasonably prior written notice by the directors of the grounds upon which the resolution for removal is to be proposed;

b) the director concerned is given the opportunity to address the meeting of directors at which the resolution is proposed, prior to the resolution being put to the vote; and

c) at least two thirds (to the nearest round number) of the directors then in office vote in favour of the resolution.

4.7 The maximum time Members of the Board of Directors can serve is nine years; i.e. for a period of three years with the potential for re-election of two more three year terms. There is to be a break of at least two years before a member can, again, apply for re-election to be a member of the Board of Directors.

4.8 It is the principal duty of the Board of Directors, as charity trustees to maintain overall control of the charity. This means to ensure the charity is administered effectively and can account for its activities and outcomes both to OSCR and the public.

Charity trustees: general duties.

A charity trustee must –

1. Act in the interests of the charity
2. Seek, in good faith, to ensure that the charity operates in a manner that is consistent with its objects and purposes
3. Act with care and diligence that is reasonable to expect of a person who is managing the affairs of another person
4. To ensure that the charity complies with the provisions of this Act, and other relevant legislation (e.g. employment law, health and safety and disclosure).

Charity trustees as a body are collectively or corporately responsible for all the activities of the charity. In other words, all charity trustees are equally accountable for their organisation – they have a collective general duty.

APPOINTMENT OF OFFICE BEARERS

4.9 At the first meeting after the AGM the Board may appoint the offices of Convener, Deputy Convener, Treasurer, and such posts as the Board of Directors may consider appropriate.

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

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

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

DIRECTORS INTERESTS

4.13 A director who has a personal interest in any transaction or other arrangement which ENGENDER is proposing to enter into, must declare that interest at a meeting of the directors; he/she will be debarred from voting on the question of whether or not ENGENDER should enter into that arrangement.

4.14 For the purposes of the preceding article, a director shall be deemed to have a personal interest in an arrangement if any partner or other close relative of hers or any firm of which she is a partner or any limited company of which she is a substantial shareholder or director or any limited liability partnership of which she is a member or any Scottish charitable incorporated organisation of which she is a charity trustee or any registered society or unincorporated association of which she is a management committee member (or any other party who/which is deemed to be connected with him/her for the purposes of the Act) , has a personal interest in that arrangement.

4.15 Provided:

- a) she has declared her interest;
- b) she has not voted on the question of whether or not ENGENDER should enter into the relevant arrangement and
- c) the requirements of article 4.19 are complied with,

a director will not be debarred from entering into an arrangement with ENGENDER in which she has a personal interest (or is deemed to have a personal interest under article 4.14) and may retain any personal benefit which she gains from her participation in that arrangement.

4.16 The directors shall be entitled, for the purposes of section 175 of the Act, to authorise (by way of resolution to that effect) any conflict situation (as defined for the purposes of that section of the Act) that may arise (such that the duty of the director concerned, under that section, to avoid conflicts of interest is not infringed) and to amend or vary any such authorisation; the directors may give such authorisation subject to such terms and conditions as they may consider appropriate and reasonable in the circumstances.

4.17 For the avoidance of doubt, the provisions of section 175 of the Act and article 4.16 do not apply to a conflict of interest relating to a transaction or arrangement with ENGENDER.

4.18 No director may serve as an employee (full time or part time) of ENGENDER, and no director may be given any remuneration by ENGENDER for carrying out his/her duties as a director.

4.19 Where a director provides services to ENGENDER or might benefit from any remuneration paid to a connected party for such services, then:

- a) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable;
- b) the directors must be satisfied that it would be in the interests of ENGENDER to enter into the arrangement (taking account of that maximum amount); and
- c) less than half of the directors must be receiving remuneration from the ENGENDER (or benefit from remuneration of that nature).

4.20 The directors may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the directors, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

4.14 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the service, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, as delegated by the Board of Directors.

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

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

PROCEEDINGS OF THE BOARD OF DIRECTORS

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

4.17 A director may participate in a meeting of the Board by means of a conference telephone, video conferencing facility or similar communications equipment, whereby all the directors participating in the meeting can hear each other.

4.18 A director participating in a meeting in the manner referred to in clause 4.17 shall be deemed to be present in person at the meeting; and any vote which she casts at the meeting via the communications equipment which is used for this purpose will be deemed to be given by her personally.

4.17 The quorum necessary for the transaction of the business of the Board of Directors shall be half the number of members of the Board plus one, if the number of Board members is even, and rounded up to the next number, if the number of Board members is odd.

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

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

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

4.21 All acts done by any meeting of the Board of Directors or of any subsidiary committee or group, or by any person acting as a member of the foregoing shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid, or they were disqualified, be as valid as if every such person had been appointed and was duly qualified to be a member of the relevant committee.

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

5. ACCOUNTS

- 5.1 The Board of Directors shall cause proper books of account to be kept with respect to:-
- a) All sums of money received and expended by ENGENDER and the matters in respect of which the receipt and expenditure takes place;
 - b) All sales and purchases of goods by ENGENDER; and
 - c) The assets and liabilities of ENGENDER.

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

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

5.4 The Board of Directors shall from time to time in accordance with the Act 2006, cause to be prepared and to be laid before ENGENDER at its Annual General Meeting such profit and loss accounts, balance sheets and reports as required by the Act 2006.

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

5.6 The independent examiner or auditor shall be appointed and their duties regulated in accordance with the Act 2005 and the Act 2006.

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

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

5.9 Every director or other officer or auditor of ENGENDER shall be indemnified (to the extent permitted by sections 232, 234, 235, 532 and 533 of the Act) out of the assets of ENGENDER against any loss or liability which she may sustain or incur in connection with the execution of the duties of his/her office; that may include, without prejudice to that generality (but only to the extent permitted by those sections of the Act 2006), any liability incurred by him/her in defending any proceedings (whether civil or criminal) in which judgement is given in his/her favour or in which he/she is acquitted or any liability in connection with an application in which relief is granted to him/her by the court from liability for negligence, default or breach of trust in relation to the affairs of ENGENDER.

5.10 ENGENDER shall be entitled (subject to the provisions of section 68A of the Act 2005) to purchase and maintain for any director insurance against any loss or liability which any director or other officer of ENGENDER may sustain or incur in connection with the execution of the duties of his/her office; and such insurance may (subject to the provisions of section 68A of the Act 2005) extend to liabilities of the nature referred to in section 232(2) of the Act (negligence etc. of a director).