

Companies Act 1985, 1989, 2006 and 2014  
Cyfannol Women's Aid

Special Resolution

To alter clauses in the Memorandum and Articles of Association of Cyfannol Women's Aid, a charitable company limited by guarantee and not having a shared capital.

Company number: 02995805  
Charity number: 1045890

At a general meeting of Cyfannol Women's Aid, duly convened and held on the 24<sup>th</sup> January 2019 at The Chrysalis Centre, 3 Townbridge Buildings, Park Road, Pontypool, NP4 6JE, the following resolutions listed below were passed as special resolutions.

Resolutions

- 1) **Clauses 1 to 8 of the Memorandum of Association are deemed to have been deleted and transferred as amended to the Articles of Association.**
- 2) **The Charitable Objects of Cyfannol Women's Aid are amended to the following:**

The relief of all those in need, with particular reference to women and children, who have experienced any form of violence against women, domestic abuse, and sexual violence, through the provision of:

- a) Crisis services, including but not exclusively, refuge and advocacy;
- b) Mitigation services, including but not exclusively, therapeutic interventions and counselling;
- c) Preventative services, including but not exclusively, education programmes;
- d) Awareness raising on the causes, consequences, and gendered nature of violence against women, domestic abuse, and sexual violence.

- 3) **The Benefits and payments to Trustees and connected persons are amended to the following:**

7. Benefits and payments to charity trustees and connected persons

7.1 General provisions

No trustee or connected person may:

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- a) buy any goods or services from the Charity on terms preferential to those applicable to members of the public;
- b) sell goods, services, or any interest in land to the Charity;
- c) be employed by, or receive any remuneration from, the Charity;
- d) receive any other financial benefit from the Charity; unless the payment is permitted by sub-clause (2) of this article, or authorised by the court or the prior written consent of the Charity Commission has been obtained.

In this clause, a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

## **7.2 Scope and powers permitting trustees' or connected persons' benefits**

- a) A trustee or connected person may receive a benefit from the Charity in the capacity of a beneficiary of the Charity provided that a majority of the trustees do not benefit in this way.
- b) A trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Charity where that is permitted in accordance with, and subject to the conditions in, sections 185 and 186 of the Charities Act 2011.
- c) Subject to sub-clause (3) of this article a trustee or connected person may provide the Charity with goods that are not supplied in connection with services provided to the Charity by the trustee or connected person.
- d) A trustee or connected person may receive interest on money lent to the Charity at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- e) A trustee or connected person may receive rent for premises let by the trustee or connected person to the Charity. The amount of the rent and the other terms of the lease must be reasonable and proper. The trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- f) A trustee or connected person may take part in the normal trading and fundraising activities of the Charity on the same terms as members of the public.

## **7.3 Payment for supply of goods only - controls**

The Charity and its trustees may only rely upon the authority provided by sub-clause (2) (c) of this article if each of the following conditions is satisfied:

- a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Charity or its trustees (as the case may be) and the trustee or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Charity.
- b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- c) The other trustees are satisfied that it is in the best interests of the Charity to contract with the supplier rather than with someone who is not a trustee or connected person. In reaching that decision the trustees must balance the advantage of contracting with a trustee or connected person against the disadvantages of doing so.
- d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Charity.
- e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of trustees is present at the meeting.
- f) The reason for their decision is recorded by the trustees in the minute book.
- g) A majority of the trustees then in office are not in receipt of remuneration or payments authorised by article 7.

7.4 In sub-clauses (2) and (3) of this article:

- a) 'Charity' includes any company in which the Charity:
  - i. holds more than 50% of the shares; or
  - ii. controls more than 50% of the voting rights attached to the shares; or
  - iii. has the right to appoint one or more trustees to the board of the company.
- b) 'connected person' includes any person within the definition below.
  - i. a child, parent, grandchild, grandparent, brother or sister (including step and in-laws or other similar relationships) of the trustee;

- ii. the spouse or civil partner of the trustee or of any person falling within sub-clause (a) above;
- iii. a person carrying on business in partnership with the trustee or with any person falling within sub-clause (a) or (b) above;
- iv. an institution which is controlled:
  - a. by the trustee or any connected person falling within sub-clause (i), (ii), or (iii) above; or
  - b. by two or more persons falling within sub-clause (iv(a)), when taken together
- v. a body corporate in which:
  - a. the trustee or any connected person falling within sub-clauses (i) to (iii) has a substantial interest;
  - b. or more persons falling within sub-clause (v(a)) who, when taken together, have a substantial interest.
  - c. Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this article.

**4) The Dissolution clause be amended to the following:**

If the members resolve to dissolve the Charity the Directors will remain in office as Charity Trustees, and be responsible for winding up the affairs of the Charity in accordance with this clause.

The Directors must collect in all the assets of the Charity and must pay or make provision for all the liabilities of the Charity.

The Directors must apply any remaining property or money:

- a) directly for the Objects;
- b) by transfer to any charity or charities for purposes the same as, or similar to, the Charity;
- c) in such other manner as the Charity Commission for England and Wales ('the Commission') may approve in writing in advance.

The members may pass a resolution before or at the same time as the resolution to dissolve the Charity specifying the manner in which the Directors are to apply the remaining property or assets of the Charity, and the Directors must comply with the resolution if it is consistent with paragraphs (a) to (c) inclusive in clause 7.3 above.

In no circumstances shall the net assets of the Charity be paid to, or distributed among, the members of the Charity (except to a member that is itself a charity).

The Directors must notify the Commission promptly that the Charity has been dissolved. If the Directors are obliged to send the Charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Charity's final accounts. 58.1 If the members resolve to dissolve the Charity the Trustees will remain in office as Charity Trustees, and be responsible for winding up the affairs of the Charity in accordance with this clause.

58.2 The Trustees must collect in all the assets of the Charity and must pay or make provision for all the liabilities of the Charity.

58.3 The Trustees must apply any remaining property or money:

a) directly for the Objects;

b) by transfer to any charity or charities for purposes the same as, or similar to, the Charity;

c) in such other manner as the Charity Commission for England and Wales ('the Commission') may approve in writing in advance.

58.4 The members may pass a resolution before or at the same time as the resolution to dissolve the Charity specifying the manner in which the Trustees are to apply the remaining property or assets of the Charity, and the Trustees must comply with the resolution if it is consistent with paragraphs (a) to (c) inclusive in clause 7.3 above.

58.5 In no circumstances shall the net assets of the Charity be paid to, or distributed among, the members of the Charity (except to a member that is itself a charity).

58.6 The Trustees must notify the Commission promptly that the Charity has been dissolved. If the Trustees are obliged to send the Charity's accounts to the Commission for the accounting period which ended before its dissolution, they must send the Commission the Charity's final accounts.

5) The Articles of Association shall be altered so as to take the form of the articles of association attached to this resolution, are in substitution for, and to the exclusion of, any articles of association of the incorporated charity previously registered with Companies House and the Charity Commission.

Name and Signature

Date

Address

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*N Bowen*

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