Company No: 8670477

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION OF

S I (SOROPTIMIST INTERNATIONAL) LIMITED

Incorporated on

30 August 2013

Geldards
law firm

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

S I (SOROPTIMIST INTERNATIONAL) LIMITED

Preamble

Soroptimist International is a not for profit organisation first constituted as an unincorporated Association in 1928 to unite the Federations of Soroptimist International service clubs for women across the world and to promote, empower, enable and encourage the furtherance of the Objects of Soroptimist International in all parts of the world. The Soroptimist movement began with the founding of the first Soroptimist club in Oakland, California, USA in 1921.

It is a global voice for the improvement of the lives and status of women and girls through awareness, advocacy and action.

Soroptimist International is and always shall be strictly neutral upon matters of political controversy between nations, upon party politics and upon matters of religion.

Soroptimist International has an emblem which is intended to be uniform throughout the world and protected by the member Federations from undesirable publicity and commercial exploitation. The emblem may be used by member Federations, their constituent Clubs and individual Soroptimists to identify themselves as part of the worldwide Soroptimist International movement.
The emblem consists of a circular disc on which the figure of a woman holds the banner "Soroptimist" in uplifted arms; spreading sunrays form the background; from the banner on one side fall acorns and leaves of oak and on the other side, leaves of laurel; the word "International" completes the outer circle.

The principles of Soroptimism are to strive for:

- The advancement of the status of women;
- High ethical standards;
- Human rights for all;
- Equality, development and peace; and
- The advancement of international understanding, goodwill and peace.

1. MODEL ARTICLES

The Model Articles for Private Companies Limited by Guarantee set out at schedule 2 of the Companies (Model Articles) Regulations 2008 shall not apply to the Company.

2. OBJECTS

The Objects of the Company are to promote either directly or by the encouragement and support of others;

- the advancement of education;
- the advancement of health and saving lives;
- the relief and/or prevention of poverty;
- the advancement of good citizenship and community development; and
- the advancement of human rights, peace, equality and diversity;

for the benefit of the public across the world and in particular for the benefit of women and girls to advance their status, position and role in Society where currently unequal or disadvantaged ('the Objects').

3. POWERS

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

3.1 To take over all the functions, acquire the property and assume the liabilities of the existing unincorporated association known as Soroptimist International.

3.2 To send representatives, delegates and observers to the United Nations, its Agencies and its specialised Agencies and any related programmes or activities.

3.3 To hold or promote Conventions, conferences, lectures and seminars.

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

3.5 To encourage Soroptimists across the world to engage in activities to further the Objects (provided that this power shall not be used to usurp any powers of Federations).

3.6 To promote or carry out research.

3.7 To provide advice.

3.8 To publish or distribute information.

3.9 To co-operate with other bodies.

3.10 To support, administer or set up other not for profit organisations and act as a trustee (including as defined by Section 177).

3.11 To raise funds by any means.

3.12 To borrow money and give security for loans.

3.13 To acquire or hire property of any kind and to maintain and equip it for use.

3.14 To let or dispose of property of any kind.

3.15 To make grants or loans of money and to give guarantees.

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

3.17 To set aside funds for special purposes or as reserves against future expenditure.

3.18 To undertake the following in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

(a) Deposit or invest funds.

(b) Employ or appoint a professional fund manager or financial expert; and

(c) Arrange for the investments or other property of the Company to be held in the name of a nominee company or by a custodian.

3.19 To insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required.

3.20 To pay for indemnity insurance for the SI Directors

3.21 Subject to article 4, to employ paid or unpaid agents, staff or advisers on appropriate terms.

3.22 To enter into contracts to provide services to or on behalf of other bodies.

3.23 To establish subsidiary companies to assist or act as agents for the Company.

3.24 To pay the costs of forming the Company.

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

4. BENEFITS TO MEMBERS AND SI DIRECTORS

4.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members of the Company or the SI Directors. They must not be used for creating personal profit or benefit. But:

(a) Members and SI Directors may enter into contracts with the Company and receive reasonable payment for goods or services supplied;

(b) Members and SI Directors may be paid interest at a reasonable rate on money lent to the Company;

(c) Members and SI Directors may be paid a reasonable rent or hiring fee for property let or hired to the Company.

4.2 A SI Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:

(a) as mentioned in article 3.18 (indemnity insurance), 4.1(b) (interest), 4.1(c) (rent), or 4.3 (contractual payments);

(b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Company;

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

(d) payment to any company in which a SI Director has no more than a 1 per cent shareholding.

4.3 A SI Director may not be an employee of the Company but a SI Director or a connected person may enter into a contract with the Company to supply goods or services in return for a payment or other **material benefit** if:

(a) the goods or services are actually required by the Company;

(b) 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 at a meeting of the Board in accordance with the procedure in article 4.4; and

(c) no more than a minority of the SI Directors are subject to such a contract in any **financial year.**

4.4 Subject to article 4.5, any SI Director who becomes a **Conflicted SI Director** in relation to any matter must:

(a) declare the nature and extent of their interest at or before discussions begin on the matter;

(b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;

(c) not be counted in the quorum for that part of the meeting;

(d) withdraw during the vote and have no vote on the matter.

4.5 When any SI Director is a Conflicted SI Director, the SI Directors who are not Conflicted SI Directors, if they form a quorum without counting the Conflicted SI Director and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted SI Director authorise the Conflicted SI Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted SI Director, to:

(a) continue to participate in discussions leading to the making of a decision and/or to vote; or

(b) disclose to a third party information confidential to the Company; or

(c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted SI Director or a Connected Person of any direct or indirect payment or material benefit (whether or not from the Company); or

(d) refrain from taking any step required to remove the conflict

4.6 This article 4 may not be amended.

5. LIMITED LIABILITY

The liability of Members is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up.

6. GUARANTEE

Every Member promises, if the Company is dissolved while 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 Company while the contributor was a Member.

7. DISSOLUTION

If the Company is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied by distributing the same to charitable organisations nominated by the Member Federations in amounts calculated by reference to the number of Member Federations and the number of individual Soroptimists being members of Clubs within each Federation (or in such proportions as the Board considers appropriate after

taking account of the preceding calculation method and any donations made by Federations, their member Clubs or individual Soroptimists living within their geographical area), such charitable organisations being required to have objects and activities the same as or falling within the objects and activities of the Company.

8. MEMBERSHIP

8.1 The Company must maintain a register of Members.

8.2 **Membership** of the Company is open to any Federation. The first Members are the **Subscribers** and new Federations shall be admitted to membership at the discretion of the Board.

8.3 The Board may set the amounts of any subscriptions.

8.4 Membership is terminated if the Member concerned:

(a) gives **written** notice of resignation to the Company but only if after such resignation at least two Members remain and subject to the requirements of any separate agreement of Members as to use of any emblem and the words "Soroptimist International" in any member name;

(b) ceases to exist;

(c) 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

(d) is removed from membership by resolution of the Board on the ground that in their reasonable opinion, the Member's continued membership is harmful to the Company. The Board may only pass such a resolution after notifying the Member concerned in writing to their last known address and considering the matter (at a specially convened meeting of the Board) in the light of any written representations (if any) which the Member concerned puts forward within 14 clear days after receiving notice.

8.5 Membership of the Company is not transferable.

9. GENERAL MEETINGS OF MEMBERS OF THE COMPANY

9.1 Members are entitled to attend general meetings by an authorised representative or by proxy. Proxy forms must be delivered to the **Secretary** at least 24 hours before the meeting. Other persons may be in attendance and allowed to speak at general meetings as set out in any relevant Bye-Laws made pursuant to article 12.4. General meetings are called on at least 28 clear days' written notice specifying the business to be discussed and in the case of an **AGM** shall be accompanied by copies of the documentation to be presented at that meeting including under articles 9.9 (a) and (b).

9.2 There is a quorum at a general meeting if the number of Members or authorised representatives present in person or by proxy is at least seventy five percent of the total number of Members.

9.3 A general meeting may be held either by the personal attendance of the relevant authorised representatives or proxies or through electronic means agreed by the Board in which each participating authorised representative or proxy and the chairman of the

meeting may communicate appropriately with all the other participants and in this case the location of the meeting shall be deemed to be where the greatest number of participants are gathered or in the absence of any one such place, the location of the chairman of the meeting.

9.4 The **SI President** or (if the SI President is unable or unwilling to do so) the SI President Elect or Immediate Past President will preside at the general meeting.

9.5 Except where otherwise required by these articles or the **Companies Acts**, every issue is decided by a majority of the votes cast.

9.6 Every Member present through an authorised representative or by proxy has one vote on each issue. No authorised representative or proxy shall contemporaneously be a SI Director of the Company

9.7 A written resolution passed in accordance with the Companies Act 2006 is as valid as a resolution actually passed at a general meeting.

9.8 Except at first the Company must hold an AGM in every year. The first AGM must be held within 18 months after the Company's incorporation.

9.9 At an AGM the Members:

(a) receive the financial statements of the Company for the previous **financial year;**

(b) receive the Board's report on the Company's activities in the previous financial year;

(c) note the appointment and/or election and retirement of elected and appointed Position Holders and of SI Directors which have taken place since the date of the last AGM;

(d) appoint an Auditor or Independent Chartered Accountant or **Independent Examiner** for the Company to provide the Financial Report on the financial statements, which could be an audit, Independent Chartered Accountant´s Review Report (Assurance Review Engagement) or an independent examination; and
(e) may discuss and determine any issues of policy or deal with any other business put before them by the Board.

9.10 A general meeting (other than an AGM) may be called at any time by the Board and must be called within 21 days if required to do so pursuant to section 303 of the Companies Act 2006.

10. THE BOARD

10.1 The SI Directors have control of the Company and its property and funds.

10.2 The Board shall consist of the following individuals:

10.2.1 The SI President and either the SI Immediate Past President or the SI President-Elect

will serve as SI Directors on the Board of Soroptimist International. The SI Immediate Past President shall be a SI Director and attend Board Meetings until the SI President-Elect takes office from which date the SI President-Elect shall be a SI Director and attend Board Meetings.

10.2.2 Federation Presidents
Each Member Federation President will serve as a SI Director on the Board of Soroptimist International and shall be appointed and removed by the Board in accordance with the Bye-Laws.

10.2.3 Expert SI Directors
In addition to the SI Directors appointed under Articles 10.2.1 and 10.2.2, the Board shall include the following four SI Expert SI Directors, each of whom shall be appointed for their specific skills and experience relevant to the governance and operations of Soroptimist International:
10.2.3.1 SI Director of Finance / SI Treasurer
10.2.3.2 SI Director of Advocacy
10.2.3.3 SI Director of the Soroptimist International Foundation
10.2.3.4 SI Director of Governance and Risk Management

10.3 A SI Director automatically ceases to be a SI Director if:

(a) incapable, whether mentally or physically, of managing her own affairs;

(b) removed in accordance with Bye-Laws established pursuant to Article 12.3 (b) or

(c) they resign by written notice to the Board (but only if at least two SI Directors will remain in office).

10.4 A technical defect in the appointment of a SI Director of which the Board are unaware at the time does not invalidate decisions taken at a meeting.

11. PROCEEDINGS OF THE BOARD

11.1 The Board must hold at least one meeting each year.

11.2 A quorum at a Board meeting whether held in person or through electronic means is six SI Directors

11.3 A Board meeting may be held either in person or through electronic means agreed by the Board in which each participant may communicate appropriately with all other participants.

11.4 The SI President or (if the SI President is unable or unwilling to do so) some other SI Director chosen by the SI Directors present presides at each Board meeting.

11.5 Every issue may be determined by a simple majority of the votes cast at a Board meeting

but a resolution which is in writing and signed by a requisite majority of SI Directors 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.

11.6 Every SI Director has one vote on each issue and there shall be no casting vote allowed in the event of a tied vote.

11.7 The SI Procedural Consultant and the SI GED / SI Company Secretary shall also attend Board Meetings. These attendees shall be entitled to speak at Board Meetings but shall have no right to vote.

11.8 Other persons including the SI Immediate Past President once the SI President Elect takes office, staff of and advisors to the Company, committee members who are not SI Directors, and such other persons as the Board agrees from time to time may be invited to attend the meetings of the Board and receive Board papers at the discretion of the Board and the Board may make and amend from time to time Bye-Laws concerning such attendance and circulation of Board papers. Such additional attendees shall speak only when invited to do so by the Board and no such additional attendee shall have any right to vote.

11.9 A procedural defect of which the Board are unaware at the time does not invalidate decisions taken at a meeting.

11.10If the number of SI Directors falls below the quorum for meetings of the Board. The Board shall be entitled:

(a) to call a general meeting of Members; and

(b) to act to preserve and protect the assets of the Company

11.11 Appointment and removal of An Alternate SI Director

11.11.1 In the event that any SI Director appointed pursuant to article 10.2.2 is unable or unwilling to attend a Board Meeting, that Federation may appoint an alternate SI Director to exercise that SI Director's powers and carry out that SI Director's responsibilities in relation to the taking of decisions by the SI Directors in the absence of the SI Director for whom the alternate is appointed. The appointment shall be in accordance with the respective Federation's internal procedures.

11.11.2 In the event that any SI Director appointed pursuant to article 10.2.3 is unable or unwilling to attend a Board Meeting, that SI Director may appoint an alternate SI Director from her committee, to exercise that SI Director's powers and carry out that SI Director's responsibilities in relation to the taking of decisions by the SI Directors in the absence of the SI Director for whom the alternate is appointed.

11.11.3 Any appointment or removal of an alternate must be in writing signed by the appointor and delivered to the Company (for the attention of the Secretary) at least 24 hours in advance of the first meeting which the alternate SI Director will attend as such.

11.11.4 The notice must identify the SI Director concerned, the proposed alternate and contain a statement signed by the proposed alternate that she is willing to act as the alternate of the SI Director concerned.

11.12 Rights and responsibilities of alternate SI Directors

11.12.1 An alternate SI Director has the same rights, in relation to any SI Directors' meeting, SI Directors' written resolution or decision-making, as the SI Director for whom they are the alternate. An alternate SI Director's rights may be exercised only in the absence of the SI Director for whom they are the alternate.

11.12.2 Except as these articles specify otherwise, an alternate SI Director is

(a) deemed for all purposes to be a SI Director of the Company; and
(b) liable for her own acts and omissions; and
(c) subject to the same restrictions as the SI Director for whom they are alternate; and
(d) not deemed to be the agent of the appointor or SI Director for whom they are alternate.

11.12.3 An alternate SI Director may be counted as participating for the purposes of determining whether a quorum is participating (but only if the SI Director for whom they are the alternate could have participated but is not participating). However, no alternate may be counted as more than one SI Director for the purposes of determining whether a quorum is participating.

11.12.4 An alternate SI Director is not entitled to receive any remuneration from the Company for serving as an alternate SI Director.

11.13 Termination of alternate SI Directorship

An alternate SI Director's appointment as an alternate terminates:

(a) when the appointor revokes the appointment by notice in writing to the Company;
(b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the SI Director for whom they are the alternate, would result in the termination of their appointment as a SI Director;

(c) on the death of the SI Director for whom they are the alternate; or

(d) when the appointment of the SI Director for whom they are the alternate's appointment as a SI Director terminates.

12. POWERS OF BOARD

In addition to any other powers specified in these articles, the Board has the following

powers in the administration of the Company:

12.1 to appoint (and remove) any individual (who may be a SI Director) to act as Secretary of the Company;

12.2 to delegate any of their functions to committees, subsidiary to the Board, consisting of one or more SI Directors appointed by the Board and such other persons as the Board shall determine from time to time including from nominations received from Member Federations. All proceedings of committees must be reported promptly to the Board.

12.3 to make Bye-Laws consistent with these articles and the Companies Acts:

(a) to govern proceedings at general meetings of Members of the Company and to prescribe a form of proxy;

(b) concerning the Board and committees;

(c) about the running of the Company (including the operation of bank accounts and the commitment of funds) and the use of its seal (if any); and

(d) to regulate the election of the SI Position Holders.

12.4 to establish procedures to assist the resolution of disputes or differences within the Company;

12.5 to exercise any powers of the Company which are not reserved to the Members.

13. ELECTED AND APPOINTED POSITION HOLDERS

13.1 There shall be a SI President-Elect and SI Immediate Past President of the Company and other SI Position Holders all elected or appointed in accordance with Bye-Laws concerning the same established under article 12.3 (d).

13.2 The elected and appointed SI Position Holders shall each perform the duties allocated to them by the Bye-Laws.

14. RECORDS AND ACCOUNTS

14.1 The Board must comply with the requirements of the Companies Acts as to keeping financial and other records, including an audit, or an audit exemption with an Independent Chartered Accountant´s Review Report (Assurance Review Engagement) or independent examination and the preparation and transmission to the Registrar of Companies of:

(a) annual returns;

(b) annual reports;

(c) annual financial statements.

14.2 The Board must keep proper records of:

(a) all proceedings at general meetings;

(b) all proceedings at meetings of the SI Directors

(c) all reports of committees; and

(d) all professional advice obtained.

14.3 Accounting records relating to the Company must be made available for inspection by any SI Director at any time during normal office hours and may be made available for inspection by persons who are not SI Directors if the Board so decides.

14.4 A copy of the Company's latest available statement of account must be supplied on request to any SI Director or Member. A copy must also be supplied, within two months to any other person who makes a written request and pays the Company's reasonable costs.

15. MEANS OF COMMUNICATION TO BE USED

15.1 Subject to these articles, anything sent or supplied by or to the Company under these articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company and the company communications provisions in the Companies Act 2006 shall apply to anything sent or supplied under these articles.

15.2 A communication sent or supplied by the Company shall be deemed to have been received by the intended recipient:

(a) if it is hand delivered, at the time of such delivery;
(b) if it is sent by electronic means, immediately upon its being sent; and
(c) if it is made available on a website, when the notification of the presence of the communication on the website was received by the intended recipient or, if later, on the date on which the communication appeared on the website.

15.3 In the case of a communication sent or supplied by the Company, the Company may make the documents or information available on a website in accordance with the Companies Act 2006.

15.4 Subject to these articles, any notice or document to be sent or supplied to a SI Director in connection with the taking of decisions by Board may also be sent or supplied by the means by which that SI Director has asked to be sent or supplied with such notices or documents for the time being.

15.5 A SI Director may agree with the Company that notices or documents sent to that

SI Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

16. INDEMNITY

The Company shall indemnify every SI Director of the Company against any liability incurred by her in that capacity to the extent permitted by the Companies Act 2006.

17. AMENDMENTS

These Articles may be amended by a resolution passed by at least seventy-five percent of the Members of the Company, but:

17.1 The Members must be given 28 clear days' notice of the proposed amendments unless they agree to shorter notice.

17.2 No amendment is valid if it would make a fundamental change to the Objects or to this article.

17.3 Article 4 may not be amended.

18. INTERPRETATION

18.1 In these articles, unless the context indicates another meaning:

Term Used:	Meaning:
'AGM'	means an annual general meeting of the Company;
'these articles'	means the Company's articles of association;
'representative'	means an individual who is authorised by a Member organisation to act on its behalf at meetings of the Company and whose name is given to the Secretary;
"the Board"	means the SI Directors;
'the Company'	means the company governed by these articles;
'clear day'	means 24 hours from midnight Greenwich Mean Time (GMT) or British Summer Time (BST) following the triggering event;
'Club'	means a local voluntary service club chartered by and being a member of a Federation and having individual members known as Soroptimists;

'the Companies Acts'	means the Companies Acts (as defined in the Companies Act 2006) insofar as they apply to the Company;
'Conflicted SI Director"	means a SI Director in respect of whom a conflict of interest arises or may reasonably arise because such person or a connected person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company;
'connected person'	means in relation to a SI Director, any spouse, civil partner, partner, parent, child, brother, sister, grandparent or grandchild of that SI Director, any firm of which that SI Director is a member or employee, and any company of which that is a SI Director, employee or shareholder having a beneficial interest in more than 1% of the share capital;
'Convention'	means a special conference held every four years at which individual Soroptimists and other invited guests from around the World may meet together for the purpose of learning about, discussing, reviewing and formulating views upon, issues relating to the Objects or programmes of activities in furtherance of the Objects of the Association carried out by the Association and by Soroptimists across the world;
'custodian'	means a person or body who undertakes safe custody of assets or of documents or records relating to them;
"SI Director"	means a SI Director of the Company and "the SI Directors" means the Board;
'document'	includes, unless otherwise specified, any document sent or supplied in electronic form;
'electronic form'	has the meaning given in section 1168 of the Companies Act 2006;

'Expert Director'	means a SI Director of the Company with particular skills gained in a designated area either through their profession or through experience in other organisations.
'Federation'	means an organisational grouping of Clubs constituted to unite Clubs and to further the Objects of the Association in extended geographical locations and in the case of those admitted to membership after the adoption of this Constitution, whose constitutional arrangements shall have been presented to the Association and approved by the Board as suitable for a member Federation;
'financial expert'	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
'financial year'	means the Company's financial year;
'fundamental change'	means such a change as would not have been within the reasonable contemplation of a person making a donation to the Association;
'firm'	includes a limited liability partnership;
'indemnity insurance'	means insurance against the costs of a successful defence to a criminal prosecution or civil proceedings and against personal liability incurred by any Board member for an act or omission which is or alleged to be a breach of trust or breach of duty, unless the Board member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
'material benefit'	means a benefit which may not be financial but has a monetary value;
'Member' and 'membership'	refer to company membership of the Company – i.e. the Federations and for the avoidance of doubt does not refer to individual Soroptimists;

'month'	means calendar month;
'nominee company'	means a corporate body registered or having an established place of business in England or Wales;
'Objects'	means the Objects of the Company as defined in article 2 of these articles;
'personal interest'	means an occurrence or event under which a SI Director or a connected person will receive a direct or indirect benefit (other than the payment of a premium for indemnity insurance);
"Position Holder"	means a person either elected or appointed to a specific Soroptimist International position in accordance with the Bye-Laws made pursuant to Article 12.3
"Procedural Consultant"	means the person appointed to this position by the SI President in accordance with the Bye-Laws made pursuant to Article 12.3
'Secretary'	means the person (if any) appointed by the SI Directors as secretary of the Company or such other person as performs the functions of secretary of the Company;
'Section 177'	means section 177 of the Charities Act 2011
'Soroptimist'	means an individual member of a Club;
'Subscribers'	means the subscribers to the Memorandum of Association of the Company;
'written' or 'in writing'	refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;
'year'	means a calendar year.

18.2 Expressions defined in the Companies Acts have the same meaning, unless these articles specify otherwise.

18.3 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.

18.4 For the avoidance of doubt, the Laws of England and Wales apply to these articles and any Bye-Laws made pursuant to article 12.3.

Revisions:

i. 26.10.2017 by Ballot AR01
ii. 01.04.2019 by Ballot AR03 – 03.12.2018 – amended Article 10.2b)
iii. 11.07.2025 Resolution 6 taken during the 2025 Annual General Meeting related to the restructure of the Board and Committees.
iv. 01.07.2026 by AR02 2026 -2027 Biennium