

COMPANIES ACTS, 1963 TO 1999

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

**MEMORANDUM OF ASSOCIATION
OF**

**THE NATIONAL NETWORK OF WOMEN'S REFUGES
AND SUPPORT SERVICES LIMITED**

1. The name of the Company is the National Network of Women's Refuges and Support Services Limited (hereinafter called the Company.)
2. The main object for which the Company is established is:
To promote the protection of women and children who have suffered from or are exposed to or who fear domestic violence by means (but without prejudice to the generality of the foregoing) of the protection and promotion of their mental and physical health, the promotion of research and education concerning domestic violence.
3. ***The following objects set out hereafter are exclusively subsidiary and ancillary to the main object set out above and these objects are to be used only for the attainment of that main object and any income generated therefrom is to be applied for the main object only.***
 - a) to develop a network of voluntary locally based groups to provide temporary refuge on request for women and children who have suffered mental, emotional or physical harassment in their relationship or rape or sexual harassment or abuse;
 - b) to encourage the development of facilities which offer advice, support and practical help to any woman who seeks it whether or not she is resident of a refuge and which gives continuing support and after care to women and children after they have left the refuge:

- c) to research into and promote the provision of facilities which meet the emotional and educational needs of children of women who seek refuge;
- d) to provide information and assistance to local groups who are members of the Company and to create a forum for the exchange of information and ideas on all aspects of the work of the Company;
- e) to educate and inform the public, the media, the Garda Síochána, the Courts, the Social Services and other authorities with respect to the violence women and children experience in their own home.

4. The following are the powers of the Company:

- a) To promote and further the main objects of the Company by conferences, public or private meetings, discussions, publications or by other such means as may be deemed desirable or necessary
- b) To support the activities of the Company's members and others involved in such work and to promote the publication of material concerning issues surrounding domestic violence both in the Republic of Ireland and abroad
- c) To promote, establish, co-operate with, become a member of, or assist by advice or by the grant of loans, donations or gifts or otherwise, any association, institution or body whatsoever and whether incorporated in Ireland or elsewhere having main objects or purposes wholly or partially similar to those of the Company
- d) To advertise and make known the Company and its main objects, purposes and aims by such means as may be deemed expedient, and to solicit, receive and hold donations, subscriptions, gifts and bequests of all kinds
- e) To furnish and provide the Company's property with such furniture implements machinery and conveniences as the Company may think desirable
- f) To provide materials and information for curricular and extra curricular activities in schools
- g) To make, draw, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments
- h) To acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or interest, whether immediately or reversionary, and whether vested or contingent: any lands, tenements or

hereditaments of any tenure, whether subject or not to any charges or encumbrances and to hold and farm and work or manage or to sell, let, alienate, mortgage, lease or charge land, house property, shops, flats, masionettes, reversions, interests, annuities, life policies and any other property real or personal, movable or immovable, either absolutely or conditionally and either subject to or not to any mortgage, charge, ground rent or other rents or encumbrances and to pay for any lands, tenements, hereditaments or assets acquired by the Company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner

- i) To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principal amounts and interest of any person, firm or Company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company
- j) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the main object(s)
- k) To purchase or otherwise acquire and carry on the whole or any part of the business property, goodwill and assets of any company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the Company, or possessed of property suitable for the purposes of the Company, and as part of the consideration for any of the acts or things aforesaid or property acquired to undertake all or any of the liabilities of such company or to acquire an interest therein, amalgamated with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition or for mutual assistance with any such company and to give, issue or accept cash or any shares, debentures or other securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received
- l) To promote any company for the purpose of acquiring all or any of the property or liabilities of the Company, or if undertaking any business or operations which may appear

likely to assist or benefit the Company or to enhance the value of or render more profitable any property, assets or business of the Company, or for any other purpose which may see directly or indirectly calculated to benefit the Company

- m) To accumulate capital for any purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally. Prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of two (2) years
- n) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's main object(s), and to obtain from any such government authority or company, any charters, contracts, decrees, rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions
- o) To raise or borrow money, and to secure the payment of money by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charged upon, or by mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, and generally in such other manner and on such terms as may seem expedient, and to issue any of the Company's securities, for such consideration and on such terms as may be thought fit, including the power to pay interest on any money so raised or borrowed: and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem or pay off any such securities
- p) To create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the Company, or for depreciation of works or stock, or any other purpose to advance the main object(s) of the Company
- q) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and provided that such occupational pension scheme has been operated by the company and the beneficiary of the pensions, gratuities,

allowances or charitable aid, or their spouse or parent, has been a member of the occupational pension scheme while employed by the company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects

- r) Provided that the Company shall not support with its funds any object nor endeavour to impose on or procure to be observed by its members or others any regulation or restriction which, if an object of the Company, would make it a trade union
- s) To procure the Company to be registered or recognised in any foreign country, colony, dependency or place
- t) To pay all or any expenses of, incidental to or incurred in connection with the formation and incorporation of the Company and the raising of its loan capital, or to contract with any person or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any debentures or securities of the Company
- u) To acquire and become registered proprietors of copyrights and trade marks and any other form of intellectual property
- v) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone in partnership or conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's main object by any person or company
- w) To do all such other things as may be deemed incidental or conducive to the attainment of the above main object(s)

And it is hereby declared that in the construction of this Clause, the word "company", except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa.

- 5. The liability of the members is limited.
- 6. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards, for payment of debts and liabilities of the Company contracted before he ceases to be a member

and the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One Euro.

7. No addition, alteration or amendment shall be made to or in the provisions of this memorandum or Articles of Association for the time being in force unless the same shall have been previously submitted to and approved in writing by the Revenue Commissioners.
8. No amendments of any kind shall be made to the provisions of clauses 9 and 10 of the memorandum of association and no amendments shall be made to the memorandum and articles of association to such an extent that they would alter the effect of Clauses 9 and 10 of the memorandum of association, such that there would be non-compliance with the requirements of section 24 (1) (a) and (b) of the Companies Act 1963.

WINDING UP

9. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to another company whose objects are the promotion of charity and which has main objects similar to the main objects of the Company, which other company also meets the requirements of paragraph (b) of section 24 (1) of the Companies Act 1963, such company to be determined by the members of this Company at or before the time of dissolution, or in default thereof by such Judge of the High Court as may have or acquire jurisdiction in the matter, and if so and so far as effect cannot be given to such provision, then to some charitable object.

INCOME AND PROPERTY

10. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion if the main object as set forth in this memorandum of association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company. Nothing herein shall prevent the payment in good faith of:

- reasonable and proper remuneration to any member, officer or servant of the company in return for services actually rendered to the Company, or
- interest at a rate not exceeding 5% per annum on money lent by any member to the Company, or
- reasonable and proper rent for premises demised and let by any member to the company.

However, no member of the company's Board of Management, shall be appointed to any salaried office of the company or to any office of the company paid by fees. No remuneration or other benefit in money or money's worth shall be given by the company to any member of such Board, Council, or Committee, other than:

- the repayment of out-of-pocket expenses, or
- interest at the rate aforesaid on money lent to the company, or
- reasonable and proper rent for premises demised or let to the company, or
- a payment to a company of which a member of the Board, Council or Committee may be a member holding not more than one per cent of the capital of that company, such member not to be bound to account for any share of profits he may receive in respect of such a payment

ADDITIONS, ALTERATIONS OR AMENDMENTS

11. No addition, alteration or amendment shall be made to or in the provisions of this Memorandum of Association for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

KEEPING ACCOUNTS

12. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.