

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

**CONSTITUTION**  
**OF**  
**NATIONAL ASSOCIATION FOR YOUTH**  
**DRAMA COMPANY LIMITED BY GUARANTEE**

1.
  - a. The name of the Company is **NATIONAL ASSOCIATION FOR YOUTH DRAMA COMPANY LIMITED BY GUARANTEE.**
  - b. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.

**2. Main Object**

The main objects for which the Company is established are:

- a. To further develop and promote all aspects of educational and dramatic theatre practice and performance, and all related activities, of every nature and kind with young people, whether in youth theatres, school, theatres, halls, dramatic or theatrical clubs or societies, youth clubs, community centres or other similar places and to that end:
- b. to experiment with, explore and conduct research into all aspects of such practice and performance in contemporary society and the benefits (with particular emphasis on the developmental and educational possibilities inherent in theatre practice) to be gained from such practice and performance whether as a spectator or a participator in any way therein, and to join with youth theatre leaders, theatre artists, dramatic and theatrical instructors, youth workers, school teachers and any other persons in so doing;
- c. to educate and develop young people in theatre arts and to promote, in whatever manner the Company may consider desirable, the educational, personal and other benefits to young people such performance and participation provides;

**3. Powers**

To the extent that the same are essential or ancillary to the promotion of the main object of the Company as heretofore set out, the Company may exercise the following powers. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:

- a. To purchase or otherwise acquire, and to hold, develop, turn to account, sell, lease, exchange, hire, charge, convert, dispose of and deal with rights of copyright in journalistic, literary, dramatic or pictorial works and scripts, film, motion picture, television and performing rights, contracts, options, licences, claims, concessions, privileges, pre-emption rights and choses in action of all kinds whether in the Republic of Ireland or in any other country in any part of the world.
- b. To engage actors and actresses, artists, producers, directors and other persons in connection with the object aforesaid.
- c. To enter into any arrangement or contract with any person, firm or company for carrying on the whole or any part of the business of this Company and to fix and determine the remuneration which may be by the way of money payments, allotment of shares (either partly or fully paid) or otherwise.

- d. To solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, gift, contribution or fund, including by means of payroll giving or other similar arrangements, and including (but so as not to restrict the generality of the foregoing) the holding of lotteries in accordance with the law for the purpose of promoting the Main Object, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund.
- e. To undertake, accept, execute and administer, without remuneration, any charitable trusts.
- f. To establish and support or aid in the establishment and support of any charitable association or institution, trust or fund, and to subscribe or guarantee money for any charitable purpose which the Company shall consider calculated to promote its Main Object.
- g. To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.
- h. To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
- i. To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object.
- j. Subject to clause 6, to employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Object.
- k. 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 a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such 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 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.
- l. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, patents, copyrights, licences, rights and privileges or any estate or interest whatsoever and any rights, privileges and easements over or in respect of any property which may be considered necessary for the purposes of the Company and to develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences and by planting, paving, draining, farming, cultivating, letting or building leases or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- m. To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of all or any part of the property of the Company with a view to the

promotion, protection or encouragement of its Main Object and to vary investments.

- n. To co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Object.
- o. To borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company, present or future, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- p. To invest and deal with monies and property of the Company not immediately required in such manner as will most effectively provide funds for the advancement and promotion of the purposes aforesaid and this power shall include power from time to time to vary any investments made thereunder.
- q. To invest in such ways as shall seem desirable to the Directors any moneys of the Company not immediately required for the use in connection with its Main Object and to place any such moneys on deposit with bankers and others; subject nevertheless as regards the making of investments to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided; prior permission to be obtained from the Revenue Commissioners where the Company intends to accumulate funds over a period in excess of two years for any purposes.
- r. 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.
- s. To draw, accept, make, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- t. To accumulate capital for any purpose of the Company and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally SAVE HOWEVER that prior permission shall be obtained from the Revenue Commissioners when it is intended to accumulate funds for a period in excess of two years.
- u. To insure the property of the Company against any foreseeable risk in its full value and take out other insurance policies to protect the Company when required.
- v. To insure any or all of the Directors against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided he or she acted in good faith and in the performance of his or her functions as charity trustee (as defined in the Charities Act, 2009).
- w. To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring any exclusive or

non-exclusive or limited rights to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.

- x. To adopt such means of making known the products and/or services of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and via the internet and by granting prizes, rewards and donations.
- y. To maintain, improve or provide public amenities including recreational facilities, childcare, public health, home, welfare and youth facilities generally.
- z. To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Main Object and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- aa. To enter into a partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, company, society, trust or other partnership whose objects are solely charitable, carrying on or engaged in, or are about to carry on or engage in, any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and which prohibits the distribution of income and assets to at least as great a degree as the Company by virtue of Clause 6 hereof and to guarantee the contracts of, otherwise assist any such person, company, society, trust or other partnership, and to take over or otherwise acquire shares, stock, debentures, or debenture stock and securities of any such person, company, society, trust or other partnership, and to sell, hold, reissue with or without guarantee or otherwise deal with same.
- bb. To procure the registration or incorporation of the Company in or under the laws of any place outside Ireland.
- cc. To pay all expenses of and incidental to the incorporation and establishment of the Company.
- dd. To carry on alone or in conjunction with others any other trade of business which may in the opinion of the Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company in pursuance of the Main Object.
- ee. To found, subsidise, and assist any charitable funds, associations or institutions calculated to promote or assist the Main Object.
- ff. To establish and maintain links with international and national organisations having similar objectives.
- gg. To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Object.

hh. To do all or any of the things and matters aforesaid in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

ii. **PROVIDED THAT:**

- i. in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;
- ii. nothing hereinbefore contained shall be construed as including in the purposes for which the Company has been established any purposes which are not charitable according to law.

**4. Proviso to the objects clause(s):** 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.

**5. Income and Property**

The income and property of the Company shall be applied solely towards the promotion of main object(s) as set forth in this Constitution. No portion of the Company's income and property 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. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:

- a) reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the Company;
- b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the Company to the Company;
- c) reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;
- d) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
- e) fees, remuneration or other benefit in money or money's worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such company;
- f) Nothing shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act, 2009 (as for the time being amended, extended or replaced).

**6. Additions, alterations or amendments**

a.) No additions, alterations or amendments shall be made to or in the provisions of this constitution for the time being in force unless the same shall have been previously approved by the Charities Regulatory Authority. The Company must ensure that the Charities Regulator has a copy of its most recent Constitution. If it is proposed to make an amendment to the Constitution of the Company which requires the prior approval of the Charities Regulator, advance notice in writing of the proposed changes must be given to the Charities Regulator for approval, and the amendment shall not take effect until such approval is received.

b.) No amendments of any kind shall be made to the provisions of clauses [6 and 11] of the memorandum of association and no amendments shall be made to the memorandum and articles of association to such extent that they would alter the effect of Clauses [6 and 11] of the memorandum of association, such that there would be non-compliance with the requirements of section 971/1180 and of the Companies Act 2014

**7. Keeping of Accounts**

Annual audited accounts shall be kept and made available to the Revenue Commissioners and/or the Charities Regulatory Authority on request.

**8. Limited Liability**

The liability of the members is limited.

**9. Undertaking to Contribute**

Every member of the company undertakes to contribute to the assets of the Company, in the event of the same being wound up while s/he is a member or within one year after s/he ceases being a member, for payment of the debts and liabilities of the company contracted before s/he ceases to be a member, and of 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.

**10. Winding Up**

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other company or companies (being a charitable institution or institutions) having main objects similar to the main objects of the Company. The company or companies (being a charitable institution or institutions) to which the property is to be given or transferred 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 imposed on the Company under or by virtue of Clause 10 hereof. Members of the Company shall select the company or companies (being a charitable institution or institutions) at or before the time of dissolution. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION**

INTERPRETATION

1. In these Articles:

“the Act” means the Companies Act 2014, and any statutory amendment(s) thereof;

“the Directors” means the members for the time being of the board of directors of the Company and “Director” shall be construed accordingly;

“the Board” means the board of directors of the Company;

“the secretary” means any person appointed to perform the duties of the Secretary of the Company.

“the Seal” means the Common Seal of the Company;

“the Registered Office” means the Registered Office for the time being of the Company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the Company.



## **OPTIONAL PROVISIONS OF THE ACT**

2. To the extent that they are omitted from or modified by these articles, the optional provisions of the Act, as defined in Section 1177(2) thereof, are hereby excluded or modified, as the case may be.

## **MEMBERS**

3. For the purpose of Registration the number of Members of the Company is eighty-six but the company may from time to time register an increase or a decrease in the number of members. The minimum number of Members of the Company shall be 3.
4. The Subscribers to the Memorandum of Association and such other person or bodies as the Directors shall admit to Membership and sign a written consent to become a member and whose names are entered into its register of members shall be the Members of the Company.
- 5.. The rights and liabilities attaching to any Members of the Company may be varied from time to time by a Special Resolution of the Company.
6. Membership of the Company shall cease:
  - a. on the Member's death or bankruptcy;
  - b. if the Member resigns by notice in writing to the Secretary at the Registered Office;
  - c. if the Directors resolve that she/he has ceased to be a Member and notice in writing of such decision is given to her/him or sent to her/his last known address.
7. Every member shall, as a continuing condition of membership, be bound by the provisions of the constitution of the Company and any amendment thereof, and shall observe all (if any) rules or regulations made from time to time by the Company in general meeting or by the Board.

## **GENERAL MEETINGS**

8. All General Meetings of the Company shall be held in the State.
9. The Company shall in each calendar year hold a General Meeting as its Annual General Meeting in addition to any other General Meetings held in that year and shall specify the Meeting as such in the notice convening it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next.
10. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
11. The Directors may, whenever they think fit, convene an Extraordinary General Meeting. If at any time there is not within the State sufficient Directors capable of acting to form a quorum, any Director or any three Members of the Company may convene an Extraordinary General Meeting in the same

manner as nearly as possible as that in which Meetings may be convened by the Directors.

12. The Directors of the Company shall, on the requisition of one or more members holding, or together holding, at the date of the deposit of the requisition, not less than 10% of the total voting rights of all the members having, at the date of the deposit, the right to vote at general meetings of the Company, forthwith proceed duly to convene an extraordinary general meeting of the Company.
13. The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.
14. If the Directors do not within 21 days after the date of the deposit of the requisition proceed duly to convene a meeting to be held within 2 months after that date (the "requisition date"), the requisitionists, or any of them representing more than 50% of the total voting rights of all of them, may themselves convene a meeting but any meeting so convened shall not be held after the expiration of 3 months after the requisition date.
15. Any reasonable expenses incurred by the requisitionists by reason of the failure of directors duly to convene a meeting shall be repaid to the requisitionists by the company and any sum so repaid shall be retained by the company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the Directors as were in default.
16. For the purposes of Articles 12 to 15, the Directors shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened a meeting if they do not give such notice of it as is required by Section 181 of the Act.
17. A meeting convened under Articles 12 or 14 shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by directors.
18. In the case of an Extraordinary General Meeting called in pursuance of a requisition no other business shall be transacted other than that stated in the requisition as the object of the Meeting.

## **NOTICE OF GENERAL MEETINGS**

19. A meeting, other than an adjourned meeting shall be called, in the case of an Annual General Meeting or an Extraordinary General Meeting for the purposes of passing a Special Resolution, by not less than 21 days notice in writing at the least, and a Meeting of the Company (other than an Annual General Meeting or a Meeting for the passing of a Special Resolution) shall be called by 7 days notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given. It shall be given, in the manner hereinafter mentioned, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company.
20. The notice of a General meeting shall specify –
  - a) the place, the date and the time of the meeting;
  - b) the general nature of the business to be transacted at the meeting;
  - c) in the case of a proposed special resolution, the text or substance of the resolution.
21. The statutory auditors of the Company shall be entitled to:
  - a) attend any general meeting of the company;
  - b) receive all notices of, and other communications relating to any general meeting which any member of the Company is entitled to receive.
  - c) be heard at any general meeting which they attend, on any part of the business of the meeting which concerns them as statutory auditors.
22. The accidental omission to give notice of a Meeting to, or of the non-receipt of a notice of a Meeting by, any person entitled to receive notice shall not invalidate the proceedings of that Meeting.
23. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 19, be deemed to have been duly called if it is so agreed by all the members entitled to attend and vote at the meeting; and the statutory auditors of the Company.

## **PROCEEDINGS AT GENERAL MEETINGS**

24. All business shall be deemed Special that is transacted at an Extraordinary General Meeting and, also, all that is transacted at an Annual General Meeting and the business of the annual general meeting shall include:
  - a) consideration of the Company's statutory financial statements and the report of the directors, together with the report of the statutory auditors on those statements and that report;
  - b) the review by the members of the Company's affairs;
  - c) the authorization of the directors to approve the remuneration of the statutory auditors;
  - d) the election and re-election of directors;
  - e) the appointment or re-appointment of statutory auditors;
25. No business shall be transacted at any General Meeting unless a quorum is present when the Meeting proceeds to business; save as herein otherwise provided, four Members present in person shall constitute a quorum.

26. If within half an hour of the time appointed for the Meeting a quorum is not present, the Meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Members present shall constitute a quorum.
  
27. The Chairperson of the Board of Directors shall preside as Chairperson at every General Meeting of the Company and if she/he is not present within fifteen minutes of the time appointed for the holding of the Meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairperson of the Meeting. But if no Director is willing to act as Chairperson or if no Director is present within fifteen minutes from the time appointed for the holding of the Meeting, the Members present shall choose one of their number to be Chairperson of the Meeting.

28. The Chairperson may, with the consent of any Meeting at which a quorum is present (and shall, if so directed by the Meeting), adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. Whenever a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given in the same manner as in the case of the original Meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at the adjourned Meeting.
29. At any General Meeting a Resolution put to the vote of the Meeting shall be decided upon a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairperson or by at least four Members present. Unless a poll is so demanded, a declaration by the Chairperson that the Resolution has, on a show of hands, been carried unanimously or by a particular majority or lost, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such Resolution.
- The demand for a poll may be withdrawn.
30. Subject to the provisions of Article 32 of these Articles, if a poll is duly demanded it shall be taken in such manner as the Chairperson directs and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.
31. Where there is an equality of votes, whether on a show of hands or a poll, the Chairperson of the Meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
32. A poll demanded on the election of a Chairperson or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairperson of the Meeting directs, and any business other than that upon a poll has been demanded may be proceeded with pending the taking of the poll.
33. Subject to section 193 of the Act (as modified by section 1208 of the Act) a Resolution in Writing signed by all the Members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate, by their duly appointed representatives) shall be as valid and effective for all purposes as if the Resolution had been passed at a General Meeting of the Company duly convened and held, and if described as a Special Resolution shall be deemed to be a Special resolution within the meaning of the Act.

#### **VOTES OF MEMBERS**

34. Subject as hereinafter provided every Member shall have one vote.

35. Save as herein expressly provided no Member other than a Member (or the valid nominee of any group duly registered who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of her/his Membership shall be entitled on any question personally at any General Meeting.
36. No objection shall be raised to the qualification of any voter except at the Meeting or Adjourned Meeting at which the vote objected to is given or tendered and every vote not disallowed at such Meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the Meeting whose decision shall be final and conclusive.
37. Votes must be given personally.

### **ELECTION OF DIRECTORS PROCEDURE AT ANNUAL GENERAL MEETING**

38. The number of the Directors shall be not less than four. The maximum number of Directors shall be thirteen of which four places shall be reserved each year for co-options. These co-options shall be for a three year appointment and in considering such co-options the Board must take into account skill sets that may be missing in the existing Board. The maximum number of co- options shall be four even should any of the remaining Board places remain unfilled.

All Directors shall be of such age as is required by law to enter into normal contractual commitments in relation to matters other than necessities. Such age is currently 18 years of age

The remaining nine Board places shall be made up of the following categories:

1. Youth Theatres – Six Board places.
2. Education & Broad Youth Sector – One Board place.
3. Professional Art Organisations – Two Board places.

At the Annual General Meeting of the Company in each year, three of the elected Directors shall retire from office. The Directors to retire in every year shall, subject to Article 58, be those persons longest in office since their last election but as between persons who became Directors on the same day, those to retire shall (unless they agree otherwise among themselves) be determined by lot. A retiring director shall be eligible for re-election for a further term or terms of office.

39. Any purported appointment of a Director without that person's consent shall be void.
40. At a General Meeting of the Company, a motion for the appointment of two or more persons as Directors by a single resolution shall not be made, unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it.

### **OFFICERS OF THE COMPANY**

41. At the first Board Meeting following the Annual General Meeting in each year the positions of Chairperson, Secretary and Treasurer shall be filled.

42. The Company shall have a Secretary, who may be one of the Directors.
43. The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any Secretary so appointed may be removed by it.
44. The Directors shall ensure that the Secretary has the skills or resources necessary to discharge the statutory and other duties associated with the position, including to maintain (or to procure the maintenance of) the Company records (other than accounting records) required to be kept in relation to the Company.

#### **REGISTER OF DIRECTORS AND SECRETARIES**

45. The Company shall keep a register of its Directors and Secretaries, and shall enter in the register the information specified in Section 149 of the Act.

## PROCEEDINGS OF THE DIRECTORS

46. The Directors may from time to time make, vary and repeal Bye-Laws for the regulation of the affairs of the Company and the conduct of its officers, servants and Members and such Bye-Laws may prescribe the subscription to be paid by Members and the privileges to be enjoyed by any class of Member provided no Bye-law shall be made which is inconsistent with the Provisions of the Act or the Constitution of the Company or which would amount to such an addition to or alteration of these Articles as could legally only be made by Special Resolution passed and confirmed in accordance with the Act.
47. The Board of Directors may delegate any of its powers to Committees consisting of such Member or Members as they think fit and any Committee so formed shall, in the exercise of powers so delegated, conform to any regulations imposed on it by the Board. The meetings and proceedings of such Committees shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board in so far as applicable and in so far as the same shall not be superseded by any regulation made by the Board.
48. The quorum necessary for the transaction of the business of the Board of Directors may be fixed by the Board and unless so fixed shall be four.
49. The continuing Directors may act notwithstanding any vacancy in their body but if and so long as their number is below that necessary for a quorum the continuing Directors of the Board may act for the purpose of summoning a General Meeting of the Company but for no other purpose.
50. All acts done by any Meeting of the Board or by any person acting as a Member of the Board or properly constituted Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid, or that they were in any way disqualified from so acting, be as valid as if every such person had been properly elected.
51. The Board may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether appointed directly or indirectly by the Board to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in them.
52. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be by such



person or persons and in such manner as the Board of Directors shall from time to time by resolution determine.

53. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.
54. The Directors shall cause proper Minutes to be made of all appointments of Officers made by the Board and of the proceedings of all Meetings of the Company and of the Board and of Committees appointed by the Board. Any such Minutes of any Meeting, if purporting to be signed by the Chairperson of such Meeting or by the Chairperson of the next succeeding Meeting shall be sufficient evidence without further proof of the facts therein stated.
55. A Resolution in Writing signed by all the Members for the time being of the Board entitled to receive notice of Board Meetings or Committee Meetings shall be as valid and effectual as if it had been passed at a Meeting of the Board or Committee duly convened and constituted.
56. No remuneration shall be payable to any Director in respect of their services on the Board or to any Member of a Committee properly constituted by the Board. A Director may however be remunerated for other services rendered to the Company, provided the conditions of Section 89 of the Charities Act 2009 are fulfilled. Members of the Board and Members of Committees appointed by the Board shall be entitled to recover all lawful expenses incurred in the course of the Company's business.
57. No Director shall use Company property for his or her own use or benefit save however that de minimis use of Company property may be made by a Director for the exclusive purpose of carrying out his or her duties as a Director, when such use is sanctioned at a meeting of the Board.
58. The Directors may at any time appoint any Member of the Company to be a Member of the Board in order to fill a casual vacancy and provided that the prescribed maximum is not exceeded. Any Member so appointed shall retain office only until the next Annual General Meeting but shall be eligible for re- election.
59. A meeting of the Directors or of a committee referred to in Article 47 may consist of a conference between some or all of the Directors or, as the case may be, members of the committee, who are not all in one place but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others. Such a meeting shall be deemed to take place where the chairperson of the meeting then is.

#### **DISQUALIFICATION OF DIRECTORS**

60. The office of Director shall be vacated if the Director-
  - (a) Holds any other office or place of profit under the Company save as provided for in Article 56, or

- (b) is adjudicated bankrupt or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction; or
- (c) becomes or is deemed to be subject to a disqualification order within the meaning of Chapter 4 of Part 14 of the Act.
- (d) the director resigns his or her office by notice in writing to the Company; or
- (e) the health of the director is such that he or she can no longer be reasonably regarded as possessing an adequate decision making capacity; or
- (f) a declaration of restriction is made in relation to the director and the directors, at any time during the currency of the declaration, resolve that his or her office be vacated; or
- (g) the director is sentenced to a term of imprisonment following conviction of an indictable offence;
- (h) the director is for more than 6 months absent, without the permission of the directors, from meetings of the directors held during that period

61. In addition to the circumstances set out in section 148(2) of the Act, the office of Director shall be vacated if a Director ceases to be qualified for the position of charity trustee under section 55 of the Charities Act, 2009.

### **CONFLICT OF INTEREST**

62. A Director may not vote in respect of any contract, appointment, or arrangement in which he or she is interested and he or she shall not be counted in the quorum present at a meeting at which the matter is considered.
63. A Director who is in any way, directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his or her interest at the Board meeting at which the question of entering into the contract is first raised, or at the next meeting held after he or she became so interested.
64. A copy of every declaration shall, within 3 days of making it, be entered into the register of disclosable interests maintained by the Company.

## **THE SEAL**

65. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board and in the presence of at least two Directors and the Secretary or in the absence of the Secretary of such other person as shall be appointed for that purpose by the Board and the said Directors and the Secretary or other person as aforesaid shall sign every instrument to which the Seal shall be so affixed in their presence and such signatures shall be conclusive evidence that the Seal has been properly affixed.

## **ACCOUNTS**

66. The Directors shall cause proper books of account to be kept. Adequate accounting records shall be deemed to have been maintained if they comply with Section 282(1) to 282 (3) of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.
67. The books of account shall be kept at the office or, subject to Section 283 of the Act, at such other place as the Directors might think fit, and shall at all reasonable times be open to the inspection of any Member of the Board.
68. The Board shall from time to time determine whether and to what extent and at what times and places, and under what conditions and regulations the accounts and books of the company or any of them should be opened to the inspection of Members not being Members of the Board of Directors. No Member (not being a Member of the Board of Directors) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by Members of the Board or by the Company in General Meeting.
69. The Directors shall in accordance with the Act cause to be prepared and to be laid before the annual general meeting of the Company the statutory financial statements of the company, the Directors' report in relation to it and the statutory auditor's report on those financial statements and Directors' report as are required by the Act to be prepared and laid before the annual general meeting of the Company.
70. A copy of the statutory financial statements of the Company, the Directors' report in relation to it and that statutory auditor's report on those financial statements and Directors' report shall, not less than twenty one days before the date of the annual general meeting, be sent to every person entitled under Section 338(1) of the Act to receive them.

## **AUDIT**

71. Auditors shall be appointed and their duties regulated in accordance with Chapters 18 and 19 of Part 6 of the Act.

## **NOTICES**

72. A notice shall be served by the Company on any Member, either personally or by sending it through the post or by electronic means (as defined in section 2(1) of the Act) to his or her registered address or email address. Section 218 (5) of the Act shall apply.

WE, the several persons whose names and addresses are subscribed wish to be formed into a Company in pursuance of the Memorandum of Association.

**NAMES, ADDRESS AND DESCRIPTIONS OF SUBSCRIBERS**

Kathy McArdle, Cabra, Castleblayney, Co. Monaghan (Drama Worker)

Pat Brennan, Villa Maria, Tubbercurry, Co. Sligo (Student)

Enda Lynch, 3 Kingsland Park Avenue, Portobello, Dublin 8 (Engineer)

Emelie FitzGibbon, Gillabbey House, Connaught Avenue, Cork (Theatre Director)

Paddy O'Dwyer, 28 Morehampton Terrace, Dublin 4 (Psychologist)

Marieva Coughlan, Alta Vista, Knapton Rod, Dun Laoghaire, Co. Dublin (Psychologist)

Mary McPartlan, 29 Seacrest, Knocknacarra, Galway (Freelance)

Eilis Mullan, 1 Florence Street, Portobello, Dublin 8 (Administrator/Secretary)

Dated the 12th day of November 1991

**WITNESS** to the above

signatures: Emer McGowan