

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

CONSTITUTION

-of-

PARENTLINE

MEMORANDUM OF ASSOCIATION

As adopted by Special Resolution dated [●] 2020

1. **Name**

The name of the Company is PARENTLINE.

2. **Company type**

The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.

3. **Main Object**

The main object for which the Company is established (the “**Main Object**”) is the advancement of community welfare by providing free, confidential and non-judgmental guidance and support to the parenting community, including, but not limited to parents, guardians, teachers and social workers, and to advance the education of the parenting community.

4. **Subsidiary Objects**

As objects incidental and ancillary to the attainment of the Main Object, the Company shall have the following subsidiary objects:

- 4.1 to provide a telephone helpline service to the parenting community;
- 4.2 to meet and provide in-person support and guidance to members of the parenting community both individually and in groups;
- 4.3 to provide information to the parenting community and to refer members of the parenting community to State and other voluntary service providers;

- 4.4 to promote the education of the parenting community and the education of the public in understanding the needs of the parenting community;
- 4.5 to promote, encourage, support and cooperate with other organisations, groups, agencies and others whose purpose includes assisting the parenting community;
- 4.6 to provide input and advice to the formulation of policies and laws at national and local level concerning the parenting community;
- 4.7 to offer support to mothers suffering from post-natal depression;
- 4.8 to provide courses in parenting; and
- 4.9 to provide information and educate the parenting community on child to parent violence (CPV) and to support parents and families through the Non-Violent Resistance (NVR) programme

5. Powers

The Company shall in addition to the powers conferred on it by law have the following powers which are exclusively subsidiary and ancillary to the Main Object and which powers may only be exercised in promoting the Main Object. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:

- 5.1 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.
- 5.2 To undertake, accept, execute and administer, without remuneration, any charitable trusts.
- 5.3 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.
- 5.4 To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.
- 5.5 To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
- 5.6 To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object.
- 5.7 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.

- 5.8 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.
- 5.9 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.
- 5.10 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.
- 5.11 To co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Object.
- 5.12 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.
- 5.13 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.
- 5.14 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.

- 5.15 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.
- 5.16 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.
- 5.17 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.
- 5.18 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).
- 5.19 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.
- 5.20 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.
- 5.21 To maintain, improve or provide public amenities including recreational facilities, childcare, public health, home, welfare and youth facilities generally.
- 5.22 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.
- 5.23 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.

- 5.24 To procure the registration or incorporation of the Company in or under the laws of any place outside Ireland.
- 5.25 To pay all expenses of and incidental to the incorporation and establishment of the Company.
- 5.26 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.
- 5.27 To found, subsidise, and assist any charitable funds, associations or institutions calculated to promote or assist the Main Object.
- 5.28 To establish and maintain links with international and national organisations having similar objectives.
- 5.29 To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Object.
- 5.30 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.

PROVIDED THAT:

- (a) 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;
- (b) 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.

6. Income and Property

- 6.1 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.

6.2 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) insurance premia in respect of any Director's liability indemnity insurance policy or policies.

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).

7. Additions, alterations or amendments

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.

8. 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 6 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.

9. Limited Liability

The liability of the members is limited.

10. Undertaking to Contribute

Every member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for

- (a) payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and the costs, charges and expenses of winding up; and
- (b) the adjustment of the rights of the contributories among themselves,

such amount as may be required, not exceeding €1.

ARTICLES OF ASSOCIATION

PRELIMINARY

1. In these Articles, unless there is something in the subject or context inconsistent herewith:

The “**Act**” means the Companies Act, 2014.

The “**Company**” means the above named Company.

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

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.

“**Volunteer**” means a person who voluntarily provides of their time to the Company and meets such criteria as may from time to time be set by the Board;

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

MEMBERS

2. The members of the Company shall be:
 - (a) the subscribers to the Memorandum of Association; and
 - (b) such other persons as shall from time to time be admitted to membership and as shall sign a written consent to become a member,

and for the avoidance of doubt Membership shall continue until such time as it is terminated in accordance with Article 6.

REGISTER OF MEMBERS

3. The Company shall keep a register of members which shall record the names and addresses of all members and their date of admission to membership.

ELIGIBILITY AND ADMISSION OF MEMBERS

4. The only persons who are eligible under Article 2(b) for membership of the Company are persons who have been Volunteers for a period of 6 months and meet such other criteria as to eligibility as may from time to time be set by the Board.

RIGHTS OF MEMBERS

5. A member shall be entitled to receive notice of, attend and vote at every general meeting of the Company.

TERMINATION OF MEMBERSHIP

6. Membership of the Company is not transferable and shall cease (including for the avoidance of doubt, in the case of membership of any person who in previous Articles of Association of the Company was referred to as a 'Life Member'):-
 - (a) on the member's death or bankruptcy;
 - (b) if the member resigns by serving notice in writing to the Directors of the Company at its registered office;
 - (c) if the Board passes a resolution to terminate the member's membership; or
 - (d) if a member ceases to fulfil such criteria for eligibility for membership as required pursuant to Article 4.

GENERAL MEETINGS

7. The Company shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Directors and shall specify the meeting as such in the notices calling it provided that every annual general meeting except the first shall be held not more than fifteen months after the holding of the last preceding annual general meeting and that so long as the Company holds its first annual general meeting within eighteen months of the date of incorporation, it need not hold it in the year of its incorporation.
8. No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business; save as herein otherwise provided, for a quorum to exist at least ten (10) of the Company's Members who are eligible to vote and who are present in person.
9. If within half an hour from 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 Board 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 be a quorum.
10. All general meetings other than annual general meetings shall be known as extraordinary general meetings.
11. Directors may, whenever they think fit, convene an extraordinary general meeting.
12. If, at any time, there are not sufficient directors capable of acting to form a quorum, any Director of the Company or any member of it 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.

13. 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.
14. 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.
15. 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.
16. 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.
17. For the purposes of Articles 14 to 17, 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.
18. A meeting convened under Articles 14 or 16 shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by directors.
19. The chairperson of the board of directors shall preside as chairperson at every general meeting of the Company, or if there is no such chairperson, or if he or she is not present within 15 minutes after 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.
20. If at any meeting no director is willing to act as chairperson or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairperson of the meeting.
21. 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. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be

necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

22. Unless a poll is demanded in accordance with Article 39, at any general meeting:
 - (a) a resolution put to the vote of the meeting shall be decided on a show of hands; and
 - (b) a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
23. Where there is an equality of votes, whether on a show of hands or on 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.
24. Subject to section 193 of the Act (as modified by section 1208 of the Act) a resolution in writing signed by all the members of the Company 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. Any such resolution in writing may consist of several documents in like form each signed by one or more members. It shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and, where the resolution states a date as being the date of his or her signature thereof by any member, this statement shall be prima facie evidence that it was signed by him or her on that date.
25. All general meetings (including annual and extraordinary general meetings) may be conducted by the use of a conference call or similar facility provided that all the members of the Company and the auditors have been notified of the convening of the meeting and the availability of the conference telephone or similar facility for the meeting and that such persons as are entitled to attend the meeting can hear and contribute to the meeting and such participation in a meeting shall constitute presence in person at the meeting and the members may be situated in any part of the world for any such meeting.
26. All general meetings of the Company shall be held in the State.

NOTICE OF GENERAL MEETINGS

27. A meeting of the Company, other than an adjourned meeting, shall be called:
 - (a) in the case of the annual general meeting or an extraordinary general meeting for the passing of a special resolution, by not less than 21 days' notice;
 - (b) in the case of any other extraordinary general meeting, by not less than 7 days' notice.

28. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 27, be deemed to have been duly called if it is so agreed by:
- (a) all the members entitled to attend and vote at the meeting; and
 - (b) unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption, the statutory auditors of the Company.
29. In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.
30. The notice of a meeting shall specify:
- (a) the place, date and time of the meeting;
 - (b) the general nature of the business to be transacted at the meeting; and
 - (c) in the case of a proposed special resolution, the text or substance of that proposed special resolution.
31. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.
32. Any notice of every general meeting shall be given in any manner hereinbefore authorised to:-
- (a) every Member; and
 - (b) the auditor for the time being of the Company, and
 - (c) the Directors of the Company.

No other person shall be entitled to receive notice of general meetings.

VOTES OF MEMBERS

33. Where a matter is being decided (whether on a show of hands or on a poll), every member present shall have one vote, but so that no individual member shall have more than one vote.
34. 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.

35. Where there is an equality of votes, whether on a show of hands or on 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.

VOTING ON A POLL

36. At a meeting, a poll may be demanded in relation to a matter (whether before or on the declaration of the result of the show of hands in relation to it).
37. A demand for a poll may be made by:
- (a) the chairperson of the meeting;
 - (b) at least three members present;
 - (c) any member or members present and representing not less than 10% of the total voting rights of all the members of the Company concerned having the right to vote at the meeting.
38. A demand for such a poll may be withdrawn by the person or persons who have made the demand. Subject to Article 40, if a poll is demanded it shall be taken in such manner as the chairperson of the meeting directs, and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded.
39. A poll demanded with regard to the election of a chairperson or on a question of adjournment shall be taken forthwith.
40. 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 on which a poll is demanded may be proceeded with pending the taking of the poll.

NUMBER OF DIRECTORS

41. The number of the Directors shall be not more than eleven (11): up to eight (8) of whom may be elected by the members and up to three (3) of whom may be co-opted by the Board.
42. The only persons who are eligible to be elected to the office of Director at a general meeting of the Company shall be members of the Company but, for the avoidance of doubt, this requirement does not apply to persons who are appointed Directors by co-option pursuant to Article 58.
43. No alternate directors may be appointed.

REMUNERATION OF DIRECTORS

44. No remuneration shall be payable under any circumstances to any of the Directors in respect of his services as Director, or on any Committee of the Directors to which the Directors may delegate powers under Article 69. The Directors may be paid all

travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.

BORROWING POWERS OF DIRECTORS

45. 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.

POWERS AND DUTIES OF DIRECTORS

46. (1) The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and of these Articles and to such directions, not being inconsistent with the aforesaid provisions, as the Company in general meeting may (by special resolution) give. No such direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.
- (2) The Directors shall appoint any person (not being a director) to the position of “Chief Executive Officer” or such other name as the Directors determine (hereinafter “**Chief Executive Officer**”) for such period and on such terms as they think fit, having regards to norms applying to similar posts in the public and private sector, and fix, determine and vary his or her duties, powers and functions. The Directors may revoke such appointment, but without prejudice to any claim such Chief Executive Officer may have for damages for breach of any contract of service between him or her and the Company. A Chief Executive Officer shall not be a member of the Board of Directors or any committee of Directors, he or she shall not attend meetings of Directors except on the invitation of the Board of Directors and shall not be entitled to vote at any meetings of Directors.
- (3) The Directors shall ensure that in performing their duties and responsibilities they shall have regard to best practice and good corporate governance, particularly in relation to financial management and control.
- (4) Nothing in section 228(1)(e) of the Act shall restrict a Director from entering into any commitment which has been approved by the Board of Directors or has been approved pursuant to such authority as may be delegated by the Board of Directors in accordance with these articles of association. It shall be the duty of each Director to obtain the prior approval of the Board of Directors, before entering into any commitment permitted by sections 228(1)(e)(ii) and 228(2) of the Act.
47. Without prejudice to Section 40 of the Act, the Directors may delegate any of their powers to such person or persons as they think fit, including committees; any such committee shall, in the exercise of the powers so delegated, conform to any regulations

that may be imposed on it by the Directors.

48. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors 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 Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
49. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys 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 Directors shall from time to time by resolution determine.
50. The Directors shall cause minutes to be entered in books kept for the purpose:-
 - (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (c) of all resolutions and proceedings at all meetings of the Company, and of the Directors and of committees of the Directors.

POWERS OF ATTORNEY

51. The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.

DISQUALIFICATION OF DIRECTORS

52. 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.

ROTATION OF DIRECTORS

53. Directors shall hold office for three years from the date of their appointment at the end of which they shall be eligible for re-appointment for one further term of three years but having served their maximum term of office of six consecutive years shall not be eligible for re-appointment or co-opted as a Director of the Company until 24 months after their retirement as a Director.
54. A Director appointed in accordance with Article 58 shall not retire in accordance with

Article 53.

NOMINATION AND ELECTION OF DIRECTORS

55. The members shall be entitled to fill the vacancies created by the operation of Article 53, Article 61 and Article 62 (the “**Vacancies**”) and each member shall be entitled to nominate one person for election to the office of Director of the company to fill the Vacancies.
56. In each year, where a Member elects to nominate a person for election to the office of Director to fill the Vacancies, that member shall submit the name, address and written consent of that person to become a director if elected to the Company not less than 28 days before the annual general meeting for that year and any nominations received after that date shall not be put to the members for election at the annual general meeting unless first approved by an ordinary resolution.
57. The following provisions shall apply in relation to the election of Directors to fill any Vacancies by the operation of Article 53, Article 61 and Article 62:
 - (a) where the number of persons nominated by the members is less than or equals the number of Vacancies the persons who are so nominated shall be deemed to be elected to the office of Director at the relevant annual general meeting of the Company; and
 - (b) where the number of persons so nominated exceeds the number of Vacancies, the persons nominated (the “**Candidates**”) shall stand for election at the annual general meeting, each member shall have one vote and the Vacancies shall be filled by the Candidates who receive the highest number of votes who shall be deemed to be elected and in the event of a tie, the chairperson shall have a casting vote.

CO-OPTION OF DIRECTORS

58. The eight (8) Directors appointed in general meeting may co-opt a further three (3) Directors for a term of up to 1 (one) year on such terms and subject to such conditions as the Board may determine and such co-opted Directors shall be eligible for re-appointment at the expiry of their term of office.
59. Subject to the provisions of Article 41, the Directors shall have power at any time, and from time to time, to appoint any person to be a Director to fill a casual vacancy in the (up to) eight (8) Directors appointed in general meeting so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director co-opted in accordance with this Article shall retire at the next annual general meeting of the Company.

REMOVAL OF DIRECTORS AND VACATION OF OFFICE

60. The Company may from time to time by ordinary resolution increase or reduce the number of Directors.

61. The Company may by ordinary resolution of which extended notice has been given in accordance with section 146 of the Act remove any Director before the expiration of his period of office, notwithstanding anything in these articles or in any agreement between the Company and such director. Such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the Company.
62. The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 61. Without prejudice to the powers of the Directors under Article 65, the Company in general meeting may appoint any person to be a Director, either to fill a casual vacancy or as an additional Director.
63. The office of Director shall be automatically vacated if the Director:
 - (a) retires in accordance with Article 53; or
 - (b) in the case of a Director appointed pursuant to Article 58, breaches his or her contract of appointment; or
 - (c) ceases to be qualified for the position of charity trustee under Section 55 of the Charities Act, 2009.
 - (d) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
 - (e) becomes prohibited from being a Director by reason of any order made, or deemed to have been made, under Chapters 3, 4 or 5 of the Act; or
 - (f) becomes of unsound mind or otherwise becomes incapable of discharging his or her duties as a Director; or
 - (g) is convicted of an indictable offence unless the Board otherwise determines; or
 - (h) in the case of a Director appointed in general meeting, ceases to be a member of the Company; or
 - (i) resigns by notice in writing upon receipt thereof by the Company, or
 - (j) is removed or retires under any of the provisions of the Act, or;
 - (k) in the case of a Director appointed in general meeting, is requested in writing by all of the other Directors to resign, or
 - (l) in the case of a Director appointed pursuant to Article 58, is requested in writing by a majority of the other Directors to resign, or
 - (m) is absent for four or more consecutive meetings of the Board, unless the other Directors otherwise determine.

VOTING ON CONTRACTS

64. Subject to the provisions set out in the Act, a Director may vote in respect of any contract in which he is interested or any matter arising thereout.

PROCEEDINGS OF DIRECTORS

65. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of equality of votes the chairperson shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who, being resident in the State, is for the time being absent from the State.
66. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be:
- (a) five (5) where the number of Directors in office is eight (8) or more; and
 - (b) a majority (for such purposes being greater than 50%) of the Directors where the number of Directors in office is seven (7) or less.
67. The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Act as the necessary quorum of Directors, the continuing Directors or director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
68. If at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the Directors present may choose one of their number to be chairperson of the meeting.
69. The Directors may delegate any of its powers to Committees consisting of such member or members of the Directors and such other persons as they think fit, and any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Directors.
70. The Directors may appoint the chairperson of any Committee; if no such chairperson is elected, or if at any meeting of a Committee the chairperson is not present within fifteen minutes after the time appointed for holding it, the members of the committee present may choose one of their number to be chairperson of the meeting.
71. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of the committee present, and when there is an equality of votes, the chairperson shall have a second or casting vote.
72. All acts done by any meeting of the Directors or by any person acting as a member of the Directors or any 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 he or any of the Directors was disqualified, be as valid as if every such person

had been duly appointed.

73. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution in writing may consist of several documents in the like form, each signed by one or more of the Directors and for all purposes shall take effect from the time when it was signed by the last director.
74. A meeting of the Directors or of a committee established by the Directors 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 and –
- (a) a Director or member of the committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and
 - (b) such a meeting shall be deemed to take place –
 - (i) where the largest group of those participating in the conference is assembled;
 - (ii) if there is no such group, where the chairperson of the meeting then is;
 - (iii) if neither sub-paragraph (i) or (ii) applies, in such location as the meeting itself decides.

CHAIRPERSON

75. The Directors shall elect a chairperson of their meetings and determine the period for which he or she is to hold office, but, if no such chairperson is elected or if at any meeting the chairperson is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairperson of the meeting.

THE CHAIRPERSON'S DUTIES

76. The duties and responsibilities of the chairperson shall include:
- 76.1 overseeing the governance and performance of the Company, setting the agenda for meetings and facilitating the effective contribution of other Directors;
 - 76.2 ensuring that there are appropriate strategies in place to implement the policies of the Company;
 - 76.3 leading and representing the Board to the senior management or any Chief Executive Officer (howsoever called) and employees of the Company; and
 - 76.4 chairing meetings of the Board and the members and ensuring that the Board functions effectively and efficiently.

76.5 in the event of an equality of votes, the chairperson shall have a second or casting vote.

SECRETARY

77. The Secretary shall be appointed by the Directors for such term as they may think fit; and any Secretary so appointed may be removed by them.
78. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

SEAL

79. The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be
- (a) signed by a Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them; and
 - (b) be countersigned by the Secretary or by a second Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them.

ACCOUNTS

80. The Directors shall cause adequate accounting records 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.
81. The accounting records shall be kept at the registered office or, subject to Section 283 of the Act, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the officers of the Company and by other persons entitled pursuant to the Act.
82. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the financial statements and accounting records of the Company or any of them shall be open to the inspection of its members not being Directors. No member (not being a Director) shall have any right of inspecting any financial statement or accounting record of the Company except as conferred by statute, this Constitution or authorised by the Directors or by the Company in general meeting.
83. 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.

84. 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

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

NOTICES

86. A notice may be given by the Company to any member either personally or by sending it by electronic means (as defined in section 2(1) of the Act) to the member at his or her registered email address (or, if not so registered, then to the email address of the member last known to the Company). Section 218(5) of the Act shall apply.
87. Notice may also be given by a notice placed in a national newspaper and in such event the notice given shall be deemed to have been given at 8 a.m. on the morning of publication of either *The Irish Times* or *The Irish Independent* or *The Irish Examiner* newspaper in which the notice has been placed.
88. Any document (including, but not limited to, any notice, appointment, removal and resolution) required or authorised by these articles to be sent to or served on the Company shall be in writing sent to or served on the Company at its registered office or its principal place of business in Ireland, and may be sent or served by any means of communication approved by the directors, and may bear a printed or electronic signature of the person or persons required by these articles to sign such document.

INDEMNITY FOR DIRECTORS

89. Subject to the provisions of and so far as may be permitted by section 235(3) of the Act every Director, secretary and other officer (excluding statutory auditors) of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.
90. The Directors shall have power to purchase and maintain for any Director or officer, past or present, of the Company, insurance against any such liability as referred to in section 235(3) of the Act and notwithstanding anything else herein contained the

Directors shall be entitled to vote (and be counted in the quorum) in respect of any resolution concerning the purchase of such insurance.

