

**COMPANIES ACT 2014**

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**COMPANY LIMITED BY GUARANTEE**

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**CONSTITUTION**

**of**

**IRISH BAROQUE**

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**Incorporated on 12<sup>th</sup> August 1999**

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**A&L GOODBODY**

**COMPANIES ACT 2014**

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**COMPANY LIMITED BY GUARANTEE**

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**CONSTITUTION**

of

**IRISH BAROQUE**

**(THE COMPANY)**

(as amended by special resolution dated 23<sup>rd</sup> July 2020)

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**MEMORANDUM OF ASSOCIATION**

1. The name of the Company is Irish Baroque.
2. The Company is a company limited by guarantee registered under Part 18 of the Companies Act 2014.
3. The main objects for which the Company is established is to set up and maintain a professional orchestra for the purpose of the performance and promotion of, and advancing specialist education and training opportunities in, baroque music and to advance the education of schools, community groups and the wider public in the area of baroque music.
4. 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 of the Company set out in Clause 3 and which powers may only be exercised in promoting the main object and any income generated by the exercise of these powers is to be applied to the promotion of the main object:
  - 4.1. To engage speakers, instructors and lecturers and to provide all necessary appliances, equipment, goods, supplies, materials and things for provision of suitable education and training.
  - 4.2. To raise funds generally and manage same for the benefit of the attainment of the main objects.
  - 4.3. To engage in providing facilities such as venues for recitals, recreational and educational programmes in particular but without limitation the operation of a music society, to publish and distribute any form of publicity or literature relating to music, to merchandise musical products and instruments and procure the sponsorship of musical events and other musical or related matters.
  - 4.4. To act as agents, representatives, advisors, consultants for the development, promotion and advertisement of music in the Republic of Ireland or elsewhere for companies, partnerships, firms, individuals and all those involved in the promotion and development of music;
  - 4.5. To promote and further the main objects of the Company by conferences, public or private meetings, discussions, publications or by such other means as may be deemed desirable or necessary.
  - 4.6. To promote, establish, co-operate with, become a member of, or assist by advice or by donations or gifts or otherwise, any association, institution or body whatsoever and whether established or

incorporated in Ireland or elsewhere having main objects or purposes wholly similar to those of the Company.

- 4.7. To advertise and make known the Company and its main objects, purposes and aims by such means as may be deemed expedient, and to solicit, receive and hold donations, subscriptions, gifts, and bequests of all kinds.
- 4.8. To act as trustees of any property real or personal for any of the main objects of the Company, or for any other purpose that may seem conducive to the main objects of the Company.
- 4.9. To purchase, take on lease, exchange, hire or otherwise acquire any real or personal property that may be legally held, and any rights or privileges which the Company may think necessary or convenient for the purposes of its undertaking.
- 4.10. To invest and deal with the monies and property of the Company not immediately required in such manner as may from time to time be determined. Prior permission must be obtained from the Revenue where it is intended to accumulate funds for a period in excess of two (2) years.
- 4.11. To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular (without limitation) by the creation of charges or mortgages (whether legal or equitable) or floating charges upon the undertaking and all or any of the property and rights of the Company both present and future including its goodwill and uncalled capital, or by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock or other securities of any description.
- 4.12. To guarantee the payment of any debts or the performance of any contract or obligation of any Company or association or undertaking or of any person and to give indemnities of all kinds either with or without the Company receiving any consideration or benefit and to secure any such guarantee and any such indemnity in any manner and in particular (without limitation) by the creation of charges or mortgages (whether legal or equitable) or floating charges or the issue of debentures charged upon all or any of the property and rights of the Company both present and future, including its goodwill and uncalled capital.
- 4.13. To draw, make, accept, endorse or issue promissory notes and other negotiable instruments.
- 4.14. To sell or dispose of the undertaking or property of the Company or any part thereof for such consideration as the Company may think fit.
- 4.15. To sell, improve, manage, develop, exchange, lease, mortgage, charge, dispose of, turn to account or otherwise deal with all or any of the property and rights of the Company.
- 4.16. To acquire and become registered proprietors of copyrights and trade marks and any other form of intellectual property.
- 4.17. To do all such other lawful things as are incidental or conducive to the attainment of the above main objects or any of them.
- 4.18. to accumulate funds for any purposes of the Company provided that the prior permission of the Revenue Commissioners is obtained in circumstances where the Company intends to accumulate funds for a period in excess of two (2) years.

NOTE: Nothing hereinbefore contained shall be construed as including in the purposes for which the Company is established any purposes which are not charitable according to law. Subject thereto, the objects and powers specified in Clause 3 and in each paragraph of this Clause 4 shall not, except where otherwise expressed in such paragraph, be limited or restricted in any way by reference to, or inference from, the terms of any other paragraph.

**PROVIDED ALWAYS** that the provisions of Clause 3 and this Clause 4 shall be subject to the Company obtaining, where necessary, for the purpose of carrying on any of its objects into effect, such licences, permits or authority as may be required by law and **PROVIDED FURTHER** 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 however derived shall be applied solely towards the promotion of the main objects of the Company as set forth in this Memorandum of Association, and subject as hereinafter provided, no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Members of the Company and 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 provided that nothing shall prevent any payment in good faith by the Company:

- 5.1. of reasonable and proper remuneration to any member or servant of the Company (not being a Director) in return for any services actually rendered to the Company;
- 5.2. of interest at a rate not exceeding 1% above the Euro Inter Bank Offered Rate per annum on money lent by Directors and/or Members to the Company;
- 5.3. of reasonable and proper rent for premises demised and let by any Member of the Company (including any Director) to the Company;
- 5.4. of reasonable and proper out of pocket expenses incurred by any Director in connection with the performance of his or her duties as a Director of the Company;
- 5.5. of fees, remuneration or other benefit in money or money's worth to any company of which a Director may be a Member not holding more than a one-hundredth part of the issued capital of such company; or
- 5.6. to a person pursuant to an agreement entered into in compliance with Section 89 of the Charities Act 1989 (as for the time being amended, extended or replaced).

6. 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 or assets whatsoever, the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to some other charitable company having main objects similar to the main objects of the Company and which company(s) 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 5 hereof, such or company(s) to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object with the agreement of the Charities Regulatory Authority. Final accounts will be prepared and submitted that will include a section that identifies and values any property and/or assets transferred along with the details of the recipients and the terms of the transfer.

7. Additions, alternations or amendments

- 7.1. The Company shall ensure that the Charities Regulatory Authority is furnished with a copy of its most recent Constitution for the time being. If it is proposed to make an amendment to the Constitution of the Company which requires the prior approval of the Charities Regulatory Authority, advance notice in writing of the proposed changes must be given to the Charities Regulatory Authority for approval, and the amendment shall not take effect until such approval is received.

7.2. No amendments of any kind shall be made to the provisions of Clauses 5 and 6 of the Memorandum of Association and no amendments shall be made to the Constitution to the extent that any such amendments would alter the effect of Clause 5 and 6 of the Memorandum of Association resulting in the Constitution ceasing to comply with the provisions of Section 1180 of the Companies Act 2014.

8. Keeping of Accounts

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

9. Liability of members

9.1. The liability of the Members is limited.

9.2. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the Company being 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 of the Company, for 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 for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one Euro (€1).

## ARTICLES OF ASSOCIATION

The following regulations shall apply to the Company.

### 1. INTERPRETATION

- 1.1. The provisions of the 2014 Act which are stated therein to apply to a company limited by guarantee (or a CLG as that term is defined in the 2014 Act), save to the extent that its constitution is permitted to provide or state otherwise, will apply to the Company subject to the alterations contained in these Articles, and will, so far as not inconsistent with these Articles, bind the Company and its Members.
- 1.2. Without prejudice to Section 1177(4) of the 2014 Act and save as otherwise expressly provided in these Articles, where a provision of these Articles covers substantially the same subject matter as any optional provision of the 2014 Act, any such optional provision of the 2014 Act shall be deemed not to apply to the Company and for the avoidance of doubt, these Articles shall be deemed to have effect and prevail over the terms of such optional provisions of the 2014 Act (and the expression "optional provision" shall take its meaning from Section 1177(2) of the 2014 Act).
- 1.3. Sections 144(3) (other than 1443(a)), 148(1), 148(2), 155, 158, 159, 160, 161(1) to (6), 163, 164, 180(5), 187, 188, 197, 218, 229, 1196, 1197, 1199(8) and 1199(9) of the 2014 Act shall not apply to the Company.
- 1.4. Unless the contrary is clearly stated, references to the Acts or to any other enactment (including any subordinate legislation) or any section or provision thereof shall mean the Acts or such enactment, subordinate legislation, section or provision (as the case may be), as the same may be consolidated, amended, extended, modified, supplemented or re-enacted (whether before or after the date hereof) from time to time and may be for the time being in force.
- 1.5. Unless specifically defined in these Articles or the context otherwise requires, words or expressions contained in these Articles and not specifically defined herein shall bear the same meanings as in the Acts, but excluding any statutory modification thereof not in force when these Articles became binding on the Company and the Members.
- 1.6. Reference to any document includes that document as amended or supplemented from time to time.
- 1.7. Unless the context otherwise requires, expressions in these Articles referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and to writing in electronic form and any other modes of representing or reproducing words in a visible form, and expressions in these Articles referring to execution of any document shall include any mode of execution whether under seal or under hand.
- 1.8. Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine, and words importing persons include corporations.
- 1.9. Headings are inserted for convenience only and do not affect the construction or interpretation of these Articles.
- 1.10. Unless the context otherwise requires, reference to Articles and to paragraphs are to these Articles and the paragraphs of these Articles.
- 1.11. Unless the context otherwise requires, reference to a "person" include natural persons, legal persons, firms and bodies corporate. In addition, references to the masculine gender shall include the feminine and neuter genders and vice versa.
- 1.12. Definitions

In these Articles, unless the context otherwise requires:

the **Acts** means the 2014 Act and every statutory modification, replacement and re-enactment thereof for the time being in force;

the **2014 Act** means the Companies Act 2014;

these **Articles** means these articles of association, as originally framed, or as from time to time altered by special resolution, and reference to an **Article** shall be construed accordingly;

the **Auditors** means the statutory auditors or auditor for the time being of the Company;

the **Board** means the Directors or the Directors present at a meeting of the Directors;

**body corporate** includes any association or body of persons, whether or not incorporated, and wherever formed, incorporated, registered or situate;

the **Chairman** means the person (if any) for the time being holding such office having been appointed thereto under the terms of these Articles and where the context so admits or requires, shall include any person appointed or designated under these Articles to perform such role for the time being;

the **Charities Act** means the Charities Act 2009;

the **Charities Regulatory Authority** means the charities regulatory authority for the time being in force established under the Charities Act;

**Committee** means a committee to which the Directors shall have delegated powers pursuant to the provisions of these Articles;

**company** means any body corporate wherever formed, incorporated, registered or situate;

**Company** means the company whose name appears in the heading to this Constitution;

**Constitution** means the constitution of the Company comprising the Memorandum of Association and the Articles;

the **Directors** mean the directors for the time being of the Company or the Directors present at a meeting of the Board, and includes any person occupying the position of Director by whatever named called;

**financial statements** shall have the meaning in Article 21.3;

the **Member** means a person for the time being entered into the Register;

the **Memorandum of Association** means the memorandum of association for the time being of the Company;

**Month** means calendar month;

the **Office** means the registered office for the time being of the Company;

the **Register** means the register of Members of the Company to be kept as required by Section 169 of the 2014 Act;

**resolution** means, unless expressly otherwise stated or the context otherwise requires, an ordinary resolution;

the **Seal** means the common seal of the Company;

the **Secretary** means any person appointed to perform any of the duties of secretary of the Company and includes any deputy or assistant secretary;

the **State** means the Republic of Ireland; and

1.13. **Year** means calendar year.

## 2. **MEMBERS**

2.1. The number of Members with which the Company is registered is 7 but the Directors may from time to time register an increase or decrease in the number of Members. The subscribers to the Constitution and such other persons as the Board shall admit to membership from time to time shall, subject to Article 2.5 (termination of membership), be the Members of the Company for the time being.

2.2. The permitted number of Members is unlimited.

2.3. Except in respect of the subscribers to the Constitution, every application for membership will be in writing signed by the applicant in such form as the Board may from time to time determine.

2.4. The Board may admit to membership such natural and/or legal persons as the Board may deem fit based on procedures and criteria which the Board may from time to time in its discretion determine. The Board will not be obliged to give reasons for refusing to accept any individual as a Member of the Company.

2.5. Membership of the Company shall terminate forthwith:

2.5.1. in the case of a natural person, upon death; and in the case of a legal person upon a necessary resolution being passed or a court order being made for its winding up or dissolution; or

2.5.2. by resignation of the Member delivered in writing to the Secretary at the Office; or

2.5.3. if a Member, who is also a Director of the Company ceases to be a Director in accordance with these Articles; or

2.5.4. if a Member becomes bankrupt or insolvent or compounds with his creditors or if a company or corporation enters into liquidation either voluntary or compulsory or if a receiver is appointed over its assets; or

2.5.5. if a Member is adjudged by any competent court or tribunal, or determined in accordance with these Articles, not to possess an adequate decision making capacity; or

2.5.6. if a Member is convicted of an indictable offence or is sentenced to a term of imprisonment by a court of competent jurisdiction; or

2.5.7. if the Directors require the Member to resign his or her membership by serving notice upon the Member terminating his or her membership to expire no earlier than the date of service of the notice of termination.

2.6. Membership of the Company shall not be transferable.

2.7. The rights attaching to any Member may be varied from time to time by a special resolution of the Company.

## 3. **GENERAL MEETINGS**

### 3.1. Annual General Meetings

3.1.1. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year, and shall specify the meeting as such in the notices



calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.

3.1.2. The Company must hold its first annual general meeting within 18 months of its incorporation. Subject to this Article, the annual general meeting shall be held at such time and place as the Board shall determine.

3.1.3. Annual general meetings of the Company shall be held in the State unless all the Members entitled to attend and vote at such meeting consent in writing to it being held elsewhere or a resolution providing that it be held elsewhere has been passed at the preceding annual general meeting.

### 3.2. Extraordinary General Meetings

3.2.1. All general meetings other than annual general meetings shall be called an extraordinary general meetings.

3.2.2. The Board may, whenever it thinks fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, and in such manner as may be provided by the Acts. If at any time there are not sufficient Directors capable of acting to form a quorum, any Director or any two Members may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.

### 3.3. Directors' right to attend general meetings

A Director who is not a Member will nevertheless be entitled to receive notice of, attend and speak at any general meeting of the Company.

## 4. **NOTICE OF GENERAL MEETINGS**

4.1. Subject to the provisions of the Acts allowing for a general meeting to be called by shorter notice, an annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by at least twenty one days' notice (21 days) 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 at least fourteen days' notice (14 days).

4.2. Notices of general meetings shall comply with all of the provisions of the Acts relating thereto. Without prejudice to this requirement, any notice convening a general meeting shall specify the day, the place and the hour of the meeting and the general nature of that business and the notice shall be given in manner authorised by these Articles to such persons as are entitled to receive such notices from the Company pursuant to this Articles and the Acts.

4.3. 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, or the failure to furnish required agendas or associated documents, shall not invalidate the proceedings at the meeting.

## 5. **PROCEEDINGS AT GENERAL MEETINGS**

### 5.1. The Chairman

The Chairman (if any), shall preside as Chairman at every general meeting of the Company, except where there is no Chairman or the Chairman is not present and willing to act, the Directors present shall elect one of their number to be Chairman of the meeting; but if no Director is willing to act as chairman 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 Chairman of the meeting.

### 5.2. Business of the Annual General Meeting

Without prejudice to the powers of the Directors to include on the agenda of any annual general meeting of the Company such other matters as they may, in their absolute discretion, think fit, the business of the annual general meeting of the Company shall include the following matters:

5.2.1. the consideration of the Company's statutory financial statements and the reports of the Directors and Auditors thereon; and

5.2.2. the review by the Members of the Company's affairs.

5.3. Quorum

5.3.1. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Subject as hereinafter provided, two Members present in person or by proxy and entitled to vote on the business to be transacted shall be a quorum; provided that if the Company is a single member company, one Member of the Company present in person or by proxy at a general meeting of it shall be a quorum.

5.3.2. 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 the 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 Member or Members present shall be a quorum.

5.4. Adjournment

The Chairman of the meeting may, in his discretion, with the consent of any meeting at which a quorum is present, and if so directed by the meeting shall, 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. 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. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

5.5. Poll

5.6. At any general meeting a resolution of any kind put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

5.6.1. by the Chairman of the meeting; or

5.6.2. by at least three Members present in person or by proxy; or

5.6.3. by any Member or Members present in person or by proxy at the meeting and representing not less than one-tenth of the total voting rights of all Members having the right to vote at the meeting.

5.7. Save as provided in these Articles and subject to compliance with the requirements of the Acts, a poll shall be taken in such manner as the Chairman in his discretion may direct and he may (but shall not be required to) appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the determination, in relation to the matter concerned, of the meeting at which the poll was demanded.

5.8. The demand for a poll may be withdrawn.

5.9. Unless a poll is demanded as aforesaid, a declaration by the Chairman of the meeting that a resolution of any kind 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 favor of or against such resolution.

- 5.10. A poll demanded on the election of a Chairman of a meeting or on any question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the Chairman of the meeting may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 5.11. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairman 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.

## 6. **RESOLUTIONS IN WRITING**

Subject to provisions of the Acts, a resolution of any kind in writing signed by all Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised 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 Acts, and such resolution may consist of one document or two or more documents to the same effect each signed by one or more Members.

## 7. **VOTES OF MEMBERS**

### 7.1. Right to Vote

- 7.1.1. Every Member who is entitled to attend and vote at general meetings shall have one vote.
- 7.1.2. In the case of an equality of votes, the Chairman of the meeting will be entitled to a casting vote in addition to any other vote he may have.

### 7.2. Qualification of Voters

- 7.2.1. No Member shall be entitled to vote at any general meeting unless all sums immediately payable by him to the Company have been paid.
- 7.2.2. No Member shall be entitled to vote on any matter in which he is personally interested unless the nature of such interest has been declared to the Company in advance of such vote.
- 7.2.3. 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 Chairman of the meeting, whose decision shall be final and conclusive.

### 7.3. Proxies

- 7.3.1. Every Member entitled to attend and vote at a general meeting may appoint a proxy and each such proxy shall be entitled to attend, speak, ask questions relating to the items on the agenda (subject to the provisions of the Acts) and vote on his behalf. The instrument appointing a proxy shall be in the form prescribed by the Acts, or as near to it as circumstances permit. The instrument of proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the Office or at such other place within the State as is specified for that purpose in the notice convening the

meeting of the Company, and shall be so deposited not later than 48 hours before the commencement of the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in the case of a poll, before the commencement of the taking of the poll.

- 7.3.2. The deposit of an instrument of proxy includes communicating the instrument to the Company by means of an electronic or internet communication or facility or by facsimile transmission, and any supplements, amendments or revocations of any such appointments may be made by similar means. Any such appointments, supplements, amendments or revocations of proxy will be deemed deposited at the place specified for such purpose, once received by the Company or by the recipient nominated by the Company to receive such proxies. The Directors may treat any such communication, facility or transmission which purports to be or is expressed to be sent on behalf of a Member as sufficient evidence of the authority of the person sending it to send it on behalf of that Member.

## 8. THE BOARD

- 8.1. The Board will manage the affairs of the Company and shall consist of not less than three and no more than twelve Directors or such other number of Directors as the Company may from time to time by resolution determine.
- 8.2. If at any time the number of Directors holding office falls below the required number (or any greater number fixed by these Articles as the minimum number of Directors), the Directors or Directors holding office may act for the purpose of appointing one or more additional Directors so as to increase the number to three Directors (or such greater minimum number as aforesaid) or summoning a general meeting of the Company for such purpose, but may not act for any other purpose.

## 9. CONFLICT OF INTERESTS

### 9.1. Interests in contracts

A Director or shadow Director of the Company who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall comply with the provisions of Section 231 of the 2014 Act and this Article (in the case of a shadow Director, as applied by Section 221 of the 2014 Act and this Article) with regard to the disclosure of such interest by declaration.

### 9.2. Directors' contracts

A Director who has been validly appointed or nominated for appointment by a particular Member or Members may (i) be a Director or other officer of, employed by or otherwise interested (including by the holding of shares) in, any such Member or Members, or of any body corporate owned or controlled by any such Member or Members, and (ii) have regard to the interests of that Member or Members, and shall not be deemed to have a conflict of interest or to be in breach of his duty under Section 228(1)(f) of the Act in any such circumstances.

### 9.3. Directors' interests and voting

- 9.3.1. Subject to a Director having disclosed any interest which he is required to disclose in accordance with these Articles or the Acts (including Section 231 of the 2014 Act) as the case may be, no Director or proposed Director shall be considered to have a conflict of interest, or to be in breach of his duty under Section 228(1)(f) of the Act, or be disqualified by his office from contracting with the Company, either with regard to his tenure of any such other office or place of profit, or as vendor, purchaser, provider of services or otherwise. In addition, no contract or arrangement with respect to any of the foregoing matters, and no contract or arrangement entered into by or on behalf of the Company in which a Director is in any way interested, shall be liable to be avoided, and no Director so contracting or being so interested shall be liable to account to the Company for any profit realised by any such contract or

arrangement, by reason (in any such case) of such Director holding that office or of the fiduciary relationship thereby established.

9.3.2. A copy of every declaration made and notice given under this Article shall be entered within three days after the making or giving thereof in a book kept for this purpose. Such book shall be open for inspection without charge by any Director, Secretary, Auditor or Member of the Company at the Registered Office and shall be produced at every general meeting of the Company and at any meeting of the Directors if any Director so requests in sufficient time to enable the book to be available at the meeting.

9.3.3. The Chairman shall in his/her sole discretion determine if a Director may not vote in respect of any contract, appointment or arrangement in which he is interested from time to time.

9.3.4. For the purposes of this Article:-

(1) a general notice given to the Directors by a Director to the effect that he is a Member of a specified person and is to be regarded as interested in any contract which may, after the date of the notice, be made with the person or he is to be regarded as interested in any contract which may, after the date of the notice, be made with a specified person who is connected with him shall be deemed to be a sufficient declaration of interest in relation to any such contract provided that such notice is given at a meeting of the Directors or the Director takes reasonable steps to secure that it is brought up and noted at the next meeting of the Directors after it is given;

(2) an interest of a person who is the spouse or a minor child of a Director shall be treated as an interest of the Director;

9.3.5. Any reference to a contract:

(1) shall be read as excluding a reference to a contract the decision as to whether to enter into it is taken, or falls to be taken, other than by the board of Directors or a committee of which the Director is a member; and

(2) shall be read as including a reference to any transaction or arrangement, whether or not constituting a contract, but, in a case where the transaction or arrangement does not constitute a contract, a like limitation to that which applies under this Article applies to the construction of reference provided by this Article.

## 10. **BORROWING POWERS**

The Board may without any limitation exercise all powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and, subject to the Acts, 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.

## 11. **POWERS AND DUTIES OF THE BOARD**

### 11.1. General powers

11.2. The business and affairs of the Company shall be managed by the Board who shall also be the administrative, co-ordinating and supervisory body of the Company. The Board 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 Acts or by these Articles required to be exercised by the Company in general meeting.

11.3. The Board shall not be bound in any case to act personally but may delegate any of its powers to individual Directors or executives or employees of the Company and shall be at full liberty to employ and engage consultants, agents and to employ such executive; administrative; clerical and other staff (by means of employment, engagement, secondment or otherwise), in each case on such terms as the Board

may from time to time consider appropriate. Any such executives, employees, consultants and advisers shall comply with any policies and regulations from time to time issued by the Board.

11.4. Power to appoint attorneys

The Directors may from time to time and at any time by power of attorney appoint any person, firm or body corporate whether nominated 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 as the Board may think fit and may also authorise any such attorney to delegate all or any of the powers, authority and discretions vested in him.

11.5. Cheques etc.

All cheques, promissory notes, drafts, bills of exchange, electronic transfers of funds, 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 shall from time to time by resolution determine.

11.6. Shares in other companies

The Directors may exercise the voting powers conferred by the shares or securities of any kind or other membership interests in any other person, firm or body corporate held, owned or engaged by the Company in such manner in all respects as they think fit, and in particular they may exercise the voting powers in favour of any resolution of any kind appointing the Directors or any of them as Directors or officers of such other person, firm or body corporate or providing for the payment of remuneration or pensions to the Directors or officers thereof. Any Director may vote in favour of the exercise of such voting rights, notwithstanding that he may be or may be about to become a Director or officer of such other person, firm or body corporate, and as such or in any other manner is or may be interested in the exercise of such voting rights in manner aforesaid.

11.7. Incidental use of Company's property

Unless the Members in general meeting shall otherwise determine, and subject always to the other provisions of these Articles, any Director may use, for his own benefit, any of the Company's property, where any such use is reasonable and is merely incidental to the due and proper performance of his duties as a Director of the Company, and the other Directors or the Members of the Company have given their consent (whether express or implied to that use).

11.8. Minutes

The Board shall cause minutes to be made in books provided for the purpose:-

- 11.8.1. of all appointments of officers made by the Board;
- 11.8.2. of all names of the Directors present at each meeting of the Board, and of any committee or sub-committees of the Board; and
- 11.8.3. of all resolutions of any kind and proceedings at all meetings of the Company, and of the Board and of the committees or sub-committees of the Board.

12. **APPOINTMENT, REMOVAL AND RESIGNATION OF BOARD MEMBERS**

12.1. Appointment of Directors

12.1.1. The Members may by ordinary resolution from time to time appoint any persons who are willing to act to be Directors and, notwithstanding the terms of these Articles, remove from office any Directors so appointed.

12.1.2. Subject as provided in these Articles, the Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number as fixed by or in accordance with these Articles as the maximum number of Directors.

## 12.2. Retirement by rotation

The Directors will not retire by rotation, or require to be re-elected in general meeting following appointment by the Directors.

## 12.3. Statutory Removal and Replacement

12.3.1. Subject to the provisions of the Acts and without prejudice to these Articles, the Company may, by resolution of which at least 28 days' notice has been given of the intent to move such a resolution, 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.

12.3.2. The Company may, by resolution, appoint another person in place of a Director removed from office under the last preceding Article and, without prejudice to the powers of the Directors to appoint any person to be a Director, may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

## 12.4. Appointment of Chairman

The Directors may from time to time appoint and remove a chairperson of the Board and determine the period for which he or she is to hold office; but if no such Chair is elected, or, if at any meeting the Chair is not present within 15 minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chair of that meeting. The Directors may determine under which terms the Chair may be removed from office.

## 13. **DISQUALIFICATION OF DIRECTORS**

13.1. The office of Director will be *ipso facto* vacated if the Director:

13.1.1. dies in office; or

13.1.2. is adjudged bankrupt or being bankrupt has not obtained a certificate of discharge in the relevant jurisdiction; or

13.1.3. becomes prohibited or disqualified from being a Director by reason of any law or order made under the Acts or ceases to be qualified to be a Director under the Charities Act or becomes subject to a declaration of restriction made pursuant to Chapter 3 of Part 14 of the 2014 Act; or

13.1.4. resigns his office by notice in writing to the Company; or

13.1.5. is convicted of an indictable offence (other than a motoring offence in respect of which a custodial sentence is not imposed) or is sentenced to a term of imprisonment by a court of competent jurisdiction; or

13.1.6. is for more than six consecutive months absent without permission of the Board from meetings of the Board (or any committee thereof) held during that period and the Board resolves that by reason of such absence he has vacated his office; or

- 13.1.7. is removed from office of Director pursuant to Section 146 of the 2014 Act; or
- 13.1.8. is no longer regarded as possessing an adequate decision-making capacity for reasons of health, and his co-Directors have accordingly resolved that his office be vacated on this ground, or he becomes the subject of an order made in Ireland or elsewhere by a court claiming jurisdiction in that regard for his detention or for the appointment of a guardian or other person to exercise powers with respect to his property or affairs, on the ground, in any such case, of mental disorder or incapacity; or
- 13.1.9. is required in writing by all his co-Directors to resign (any such removal being deemed to be an act of the Company); or
- 13.1.10. if a Director undertakes an activity or so conducts himself or herself in such a way as in the opinion of all other Directors present at a meeting of the Directors in their absolute discretion conclude that the interests of the Company would be prejudiced; or
- 13.1.11. holds any other office or place of profit under the Company beyond the extent permitted by Clause 5 of the Memorandum of Association.

#### **14. REMUNERATION OF DIRECTORS**

- 14.1. Save as permitted pursuant to Clause 5 of the Memorandum of Association, no Director shall be entitled to receive any salary, remuneration or fees for serving as a Director of the Company.
- 14.2. The Directors shall also be entitled to be paid their 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.

#### **15. PROCEEDINGS OF THE BOARD**

- 15.1. The Board may meet for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit and otherwise in accordance with these Articles. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.
- 15.2. The Chairman may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board on giving reasonable notice to the Directors. Any Director may waive notice of any meeting, and any such waiver may be retrospective. If the Board so resolve, it shall not be necessary to give notice of a meeting of the Board to a Director or alternate Director who, being a resident of the State, is for the time being absent from the State.
- 15.3. The quorum necessary for the transaction of the business of the Board will be two Directors.
- 15.4. The Board may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed pursuant to the Articles of the Company as the necessary quorum of the Board, the continuing Directors may act for the purpose of increasing their number to that number, or of summoning a general meeting of the Company, but for no other purpose.
- 15.5. Notwithstanding the provisions of Section 161(1) of the 2014 Act, a resolution in writing, signed by each Director or his alternate, or by each member of a Committee, shall be as valid as if it had been passed at a meeting of the Board, or a Committee (as the case may be), duly convened and held.
- 15.6. All acts done by any meeting of the Board or of a Committee, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or member of any Committee or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or a member of such Committee as the case may be.



16. **TELEPHONE MEETINGS**

- 16.1. For the purpose of these Articles, the contemporaneous linking together by telephone or other means of audio communication of a number of Directors not less than the quorum shall be deemed to constitute a meeting of the Board, and all the provisions in these Articles as to meetings of the Board shall apply to such meetings.
- 16.2. Each Director taking part in the meeting must be able to hear each of the other Directors taking part.
- 16.3. At the commencement of the meeting each Director must acknowledge his presence and that he accepts that the conversation shall be deemed to be a meeting of the Board.
- 16.4. A Director may not cease to take part in the meeting by disconnecting his telephone or other means of communication unless he has previously obtained the express consent of the Chairman of the meeting, and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the Chairman of the meeting to leave the meeting as aforesaid.
- 16.5. A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairman of the meeting.

17. **COMMITTEES**

- 17.1. The Board may delegate any of its powers to Committees consisting of such persons (a majority of whom shall be Directors) as it thinks fit and such delegation may be revoked or amended by the Board at any time; any Committee so formed shall in the exercise of the powers so delegated conform to any regulations and policies that may be imposed on it by the Board.
- 17.2. The Board may elect a Chairman of Committee meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the same, the Members of the Committee present may choose one of their number to be Chairman of the meeting.
- 17.3. A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Members of the Committee present, and in case of an equality of votes the Chairman shall have a second or casting vote.
- 17.4. A Committee must report to the Board regularly on any resolutions passed and decisions taken by them and for that purpose each Committee shall appoint a secretary.
- 17.5. A resolution in writing signed by each member of a Committee or, in the case of a Director, his alternate Director, shall be as valid as if it had been passed at a meeting of that Committee duly convened and held.

18. **SECRETARY**

- 18.1. The Secretary shall be appointed by the Directors for such terms, and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.
- 18.2. A provision of the Acts 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 a Director and as, or in place of, the Secretary.

19. **SEAL**

The Seal shall be used only by the authority of the Board or a Committee authorised by the Board in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be

countersigned by the Secretary or by a second Director or by some other person appointed by the Board for the purpose.

## 20. **ACCOUNTS**

- 20.1. The accounting records shall be kept at the Office or subject to the Acts at such other place or places as the Board think fit.
- 20.2. The Board shall from time to time determine whether and if so to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of Members not being Members of the Board, and no Member (not being a Director) shall have any right of inspecting any accounting records or document of the Company except as conferred by statute or authorised by the Board or by the Company in general meeting.
- 20.3. The Board shall from time to time cause to be prepared and laid before the annual general meeting of the Company such profit and loss (or income and expenditure) accounts, balance sheets and reports as are required by the Acts to be prepared and laid before the annual general meeting of the Company (**financial statements**).
- 20.4. A copy of all financial statements shall, not less than twenty-one days before the date of the annual general meeting, be sent to every person entitled under the provisions of the Acts to receive them.

## 21. **AUDIT**

- 21.1. Auditors shall be appointed and their duties regulated in accordance with the Acts.
- 21.2. Annual audited accounts of the Company shall be made available to the Revenue Commissioners and the Charities Regulatory Authority on request.

## 22. **ANNUAL REPORT AND RETURN UNDER THE CHARITIES ACT 2009**

The Board shall comply with the requirements of the Charities Act with regard to:-

- 22.1. the transmission of the financial statements of the Company to the Charities Regulatory Authority;
- 22.2. the preparation of an Annual Report and its transmission to the Charities Regulatory Authority; and
- 22.3. the preparation of an Annual Return and its transmission to the Charities Regulatory Authority.

## 23. **NOTICES**

- 23.1. A notice to be given by the Company to any person entitled to receive it (the **addressee**) shall be in writing and may be given to the addressee personally, delivered or posted (properly addressed and prepaid) to his registered address or served or delivered in electronic form whether as an electronic communication or otherwise. A notice given in a manner referred to in this Article will be deemed to be given as follows:
  - 23.1.1. if given to the addressee personally or delivered, when so given or delivered;
  - 23.1.2. if posted, in the case of the notice of a meeting, 24 hours after posting or, in any other case, at the time at which the letter would be delivered in the ordinary course of post; or
  - 23.1.3. if given, served or delivered by electronic mail at the time it was sent.
- 23.2. Notice of every general meeting shall be given in any manner hereinbefore authorised to:
  - 23.2.1. every Member;

23.2.2. every person upon whom the Board has been duly notified the ownership of a membership interest devolves by reason of his being a personal representative or the official assignee in bankruptcy of a Member, where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting;

23.2.3. every Director and Secretary; and

23.2.4. the Auditors.

23.3. A Member present at a general meeting (or a meeting of any class of Members) in person or by proxy will be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

## 24. **INDEMNITY**

24.1. Subject to the Acts, every Director, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in relation to his acts while acting in such office, in which judgment is given in his favor or in which he is acquitted, or in connection with any proceedings or any application under the Acts or 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.

24.2. To the extent permitted by law, the Directors may arrange insurance cover at the cost of the Company in respect of any liability, loss or expenditure incurred by any Director, Secretary and/or other officer in relation to anything done or alleged to have been done or omitted to be done by him or them as a Director, Secretary and/or officer.

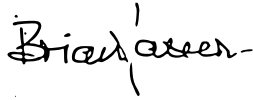
We, the several persons whose names and addresses are set out below, wish to be formed into a company in pursuance of this Constitution.

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Names, Addresses and Descriptions of Subscribers

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Brian Patterson  
75 Trimblestown  
Goatstown Road  
Dublin 14



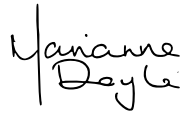
Director (retired)

Darragh Kettle  
The Cottage  
Slatt Lower  
Wolfhill  
Co. Laois



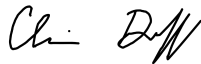
Business Advisor

Marianne Doyle  
18 Sallynoggin Park  
Dun Laoghaire  
Co. Dublin



Director

Claire Duff  
Apartment 26  
Eustace Court  
Cualanor  
Dun Laoghaire  
Co. Dublin



Violinist

Oonah McCrann  
Rincurran  
Knapton Road  
Dun Laoghaire  
Co. Dublin



Senior Counsel

Peter Crooks  
90 Abbeyfield  
Killester  
Dublin 5




Director

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Dated

Witness to the above signatures:

Deirdre Lyons  
12 Westerton Rise  
Dundrum  
Dublin 16

A handwritten signature in black ink that reads "Deirdre Lyons". The signature is written in a cursive style with a large initial 'D' and a long, sweeping tail.

Company Secretary