

**COMPANIES ACT 2014**

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**COMPANY LIMITED BY GUARANTEE**

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**CONSTITUTION**

**of**

**IRISH BAROQUE COMPANY LIMITED BY GUARANTEE<sup>1</sup>**

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

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**A&L GOODBODY**

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<sup>1</sup> A charity may apply to the CRO for an exemption from the requirement to include the words "Company Limited by Guarantee" in its name pursuant to Section 1180 of the Companies Act 2014. Charities often wish to avail of this exemption to illustrate to third parties their not for profit nature. Irish Baroque to confirm if they would like to apply for such exemption.

## **COMPANIES ACT 2014**

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### **COMPANY LIMITED BY GUARANTEE**

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#### **CONSTITUTION of IRISH BAROQUE COMPANY LIMITED BY GUARANTEE (THE COMPANY)**

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#### **MEMORANDUM OF ASSOCIATION**

1. The name of the Company is Irish Baroque Company Limited by Guarantee<sup>2</sup>.
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 following are the powers of the Company which may only be carried out in furtherance of the main objects:
  - 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.

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<sup>2</sup> See footnote 1 above.

- 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.

## 5. Income and Property

The income and property of the Company shall be applied solely towards the promotion of its main object(s) as set forth in this Memorandum of Association. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:

- 5.1. reasonable and proper remuneration to any member, officer or servant of the Company (not being a Director) for any services rendered to the Company;
- 5.2. interest at a rate not exceeding 5% per annum on money lent by Directors or other members of the Company to the Company;

- 5.3. reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;
- 5.4. reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
- 5.5. 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.

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 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 institution or institutions having main objects similar to the main objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as imposed on the Company under or by virtue of Clause 4 hereof, such institution or institutions 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 provisions, then to some charitable object.

7. Additions, alterations or amendments

- 7.1. No addition, alteration or amendment shall be made to or in the provisions of this Memorandum and Articles of Association for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.
- 7.2. No alteration or amendment shall be made to the name of the Company for the time being, without the prior approval of the Charities Regulatory Authority of Ireland.
- 7.3. [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 completion with the provisions of Section 1180 of the Companies Act 2014<sup>3</sup>.]

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

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<sup>3</sup> A charity who has dispensed with the requirement to include "company limited by guarantee" in its name must include language in its Constitution outlining how its profits and other profit etc will be applied to the promotion of its objects in accordance with Section 1180(1) of the Companies Act 2014. Section 1180(4) of the Companies Act 2014 further states that a company who dispenses with the requirement to have the words CLG in its name must not amend its Constitution so that it ceases to comply with the requirements of Section 1180(1). Accordingly, this clause should be included in the Memorandum of Association for charities who do not wish to include reference to CLG in their name.

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), 148(2), 155, 158, 159, 160, 161(1) to (6), 163, 164, 180(5), 187, 188, 197, 218, 229, 1196, 1197, 1199(8), 1199(9) of the 2014 Act shall not apply to the Company<sup>4</sup>].*
- 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:

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<sup>4</sup> The list of relevant sections of the Companies Act that will be dis-applied by the company to be finalised once the Articles are in agreed form.

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;

**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;

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 20.3;

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 [●<sup>5</sup>] but the Directors may from time to time register an increase or decrease<sup>6</sup> 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 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<sup>7</sup>:

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 being 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

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<sup>5</sup> Irish Baroque to confirm the current number of members.

<sup>6</sup> Prior to the enactment of the Companies Act 2014, a company limited by guarantee was required to have at least 7 members. The 2014 Act now provides that a company limited by guarantee may have one member. Where a company limited by guarantee has only one member, the provisions of the 2014 Act relating to single member companies will apply accordingly. We would recommend that the company has at least two members, although the number could also be one or increased to a higher number of members.

<sup>7</sup> Scope of instances where a member's membership ceases to be discussed.

- 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 clear days' notice (21 days) in writing 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) in writing.
- 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 two 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. SINGLE-MEMBER COMPANY<sup>8</sup>**

- 8.1. If and so long as the Company is a single-member company within the meaning of the Acts, the sole Member may appoint a person to be a Director of the Company by serving a notice in writing on the Company which states that the named person is appointed director, and this applies notwithstanding anything in subsection (3) of Section 144 of the 2014 Act (save for the requirement of it that any limit for the time being on the number of directors provided for in these Articles (if any) is to be observed) or in subsection (4) of Section 144 of the 2014 Act.
- 8.2. Where the Company is a single-member company and the sole Member takes any decision which has effect, pursuant to Section 196 of the 2014 Act, as if agreed by the Company in general meeting, the Member shall provide the Company with a written record of that decision, unless the decision is taken by way of written resolution which the Member has already forwarded to the Company, and where the Company is notified by the sole Member of a decision taken by way of a written resolution of any kind, or of a written record of a decision taken by that sole Member, the Company shall record and retain the notification in a book or other suitable means maintained for the purpose.
- 8.3. Where the Company is a single-member company and the sole Member exercises or discharges any power, right or obligation pursuant to Section 196 of the 2014 Act, involving or consisting of the passing of a resolution, or the sole Member agreeing to a thing, and the provisions of Section 198 of the 2014 Act shall apply to that resolution or thing, the Company shall notify such exercise or discharge in writing within 15 days of the occurrence thereof to the Registrar of Companies.
- 8.4. Where the Company is a single-member company and enters into a contract with the sole Member which is not in the ordinary course of business and which is not in writing, and the sole Member also represents the Company in the transaction (whether as a director or otherwise), the Company shall ensure that the terms of the contract are forthwith set out in a written memorandum or are recorded in the minutes of the next directors' meeting.

## **9. THE BOARD**

- 9.1. The Board will manage the affairs of the Company and shall consist of not less than [three<sup>9</sup>] and no more than ten Directors or such other number of Directors as the Company may from time to time by resolution determine.
- 9.2. The first Board of the Company shall be determined in writing by the Members whom subscribe to the Constitution or a majority of them.
- 9.3. 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

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<sup>8</sup> The 2014 Act now provides that a company limited by guarantee can be a single member company.

<sup>9</sup> The 2014 Act requires a company limited by guarantee to have at least 2 directors. However, the Revenue Commissioners require that a company with charitable tax status must have at least three directors. The current Articles of Irish Baroque provide that the company will have at least 2 directors but we have amended this to provide that it will have at least 3 directors.

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.

10. **CONFLICT OF INTERESTS<sup>10</sup>**

10.1. 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.

10.2. Directors' contracts:

No contract will be entered into by the Company for the employment of, or the provision of services by, a Director or a Director of a holding Company of the Company containing a term to which Section 249 of the 2014 Act, applies without obtaining the approval provided for in that section.

10.3. Directors' interests and voting

10.3.1. Disclosure:

A Director notwithstanding his office but subject to him having disclosed any interest which he is required to disclose in accordance with these Articles or the Acts (including, without limitation, Section 231 of the 2014 Act) as the case may be:-

- (1) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or any subsidiary or associated company thereof or in which the Company or any subsidiary or associated company thereof is otherwise interested;
- (2) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company or any subsidiary or associated company thereof is otherwise interested; and
- (3) shall not be accountable, by reason of his office, to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

10.3.2. 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.

10.3.3. A Director may not vote in respect of any contract, appointment or arrangement in which he is interested, and he shall not be counted in the quorum present at the meeting

10.3.4. 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 company or firm and is to be regarded as interested in any contract which may, after the date of the notice, be made with the company or firm 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

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<sup>10</sup> Conflict of interest provisions to be discussed.

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 read 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;

10.3.5. 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.

## 11. **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.

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

### 12.1. General powers

- 12.2. 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; subject nevertheless to the provisions of the Acts and of these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting (by special resolution). No direction given by the Company in general meeting (by special resolution) shall invalidate any prior act of the Board which would have been valid if that direction had not been given.

- 12.3. The Board shall not be bound in any case to act personally but may delegate any of its powers to 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.

### 12.4. Power to appoint attorneys

The Directors may from time to time and at any time by power of attorney appoint any company, 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.

### 12.5. Cheques etc.

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Board shall from time to time by resolution determine.

12.6. 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.

12.7. 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).

12.8. Minutes

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

- 12.8.1. of all appointments of officers made by the Board;
- 12.8.2. of all names of the Directors present at each meeting of the Board, and of any committee or sub-committees of the Board; and
- 12.8.3. 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.

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

13.1. Appointment of Directors

- 13.1.1. The Members may by ordinary resolution from time to time appoint any persons to be Directors and, notwithstanding the terms of these Articles, remove from office any Directors so appointed, in each case by serving notice in writing to the Company.
- 13.1.2. 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.

13.2. Retirement by rotation<sup>11</sup>

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

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<sup>11</sup> The current Articles of Irish Baroque provide that the Directors will not be required to retire by rotation. We would like to discuss this with you as we would generally recommend retirement by rotation in the interests of good corporate governance depending on the number of members the company has.

- 13.2.2. *[<sup>12</sup>Each Director must retire not later than the third annual general meeting following his last appointment or re-appointment in general meeting.*
- 13.2.3. *In any event, at each annual general meeting of the Company a minimum number of Directors are subject to retirement by rotation and that number includes any Director retiring under this Article but does not include any Director who wishes to retire and who does not wish to offer himself for re-appointment. The minimum number is one-third of the Directors for the time being subject to retirement by rotation (calculated as aforesaid and subject also to the provisions of this Article) or if the said number of Directors is not divisible by three, the number which is nearest to and less than one-third. If there is only one Director who is subject to retirement by rotation then he shall retire.*
- 13.2.4. *The Directors, (including any Directors holding executive office pursuant to these Articles) to retire by rotation shall be those who have been longest in office since their last appointment or reappointment but as between persons who became or were last reappointed Directors on the same day those to retire shall be determined (unless they otherwise agree among themselves) by lot; and*
- 13.2.5. *A Director who retires at an annual general meeting may be reappointed, if willing to act. If he is not reappointed (or deemed to be reappointed pursuant to these Articles) he shall retain office until the meeting appoints someone in his place or, if it does not do so, until the end of the meeting.*

13.3. **Deemed reappointment**

*If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy, the retiring Director, if willing to act shall be deemed to have been re-appointed, unless at the meeting it is resolved not to fill the vacancy or a resolution for the reappointment of the Director is put to the meeting and lost.]*

13.4. **Statutory Removal and Replacement**

- 13.4.1. 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.
- 13.4.2. 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.

14. **DISQUALIFICATION OF DIRECTORS**

- 14.1. The office of Director will be *ipso facto* vacated if the Director:
- 14.1.1. dies in office;
- 14.1.2. is adjudged bankrupt or being bankrupt has not obtained a certificate of discharge in the relevant jurisdiction; or
- 14.1.3. 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
- 14.1.4. resigns his office by notice in writing to the Company; or

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<sup>12</sup> Draft language to be used if the company decides to apply retirement by rotation provisions.

- 14.1.5. is convicted of an indictable offence or is sentenced to a term of imprisonment by a court of competent jurisdiction; or
- 14.1.6. 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 pass a resolution that by reason of such absence he has vacated his office; or
- 14.1.7. is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by the Acts;
- 14.1.8. is removed from office of Director pursuant to Section 146 of the 2014 Act<sup>13</sup>; or
- 14.1.9. 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
- 14.1.10. is required in writing by all his co-Directors to resign; or
- 14.1.11. if a Director undertakes an activity or so conducts himself or herself in such a way as in the opinion of *[all] [a two thirds majority of the<sup>14</sup>]* other Directors in their absolute discretion the interests of the Company would be prejudiced; or
- 14.1.12. holds any other office or place of profit under the Company beyond the extent permitted by Clause **Error! Reference source not found.** of the Memorandum of Association.

## 15. REMUNERATION OF DIRECTORS

Save as permitted pursuant to Clause **Error! Reference source not found.** 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<sup>15</sup>.

## 16. ALTERNATE DIRECTORS

- 16.1. Any Director (the **appointer**) may at any time and from time to time appoint by notice in writing to the Company any person approved by resolution of the Board to be his alternate.
- 16.2. A person may act as an alternate for more than one Director and while he is so acting will be entitled to a separate vote for each Director he is representing and, if he is himself a Director, his vote or votes as an alternate will be in addition to his own vote.
- 16.3. An alternate will be counted for the purpose of reckoning whether a quorum is present at any meeting attended by him at which he is entitled to vote, but where he is himself a Director or is the alternate of more than one Director he will only be counted once for such purpose.
- 16.4. An alternate will be entitled, subject to his giving to the Company an address to receive notice of all meetings of the Directors and of all meetings of Committees of which his appointer is a member, to receive notice of and attend and vote at any meeting of the Directors (or of a Committee of which his appointer is a member) at which the appointer is not personally present. An alternate shall not be

<sup>13</sup> Section 146 (1) of the Companies Act provides that a company may by ordinary resolution remove a director before the expiration of his or her period of office notwithstanding anything in its constitution or in any agreement between it and him or her.

<sup>14</sup> Approach to be discussed with Irish Baroque.

<sup>15</sup> The Revenue Commissioners specify that no director of a charity may receive remuneration or fees for serving as a Director of their charity and also specify that no director may be an employee of the charity (i.e. hold any other position of profit under the Company). This Revenue requirement has been in operation for the last number of years.



entitled to be remunerated or paid fees otherwise than out of the remuneration or fees as the case may be paid to the appointer.

- 16.5. The alternate will be entitled, in the absence of the appointer, to exercise all the powers, rights, duties and authorities of the appointer as a Director (other than the right to appoint an alternate hereunder).
- 16.6. An alternate's appointment will automatically come to an end if for any reason the appointer ceases to be a Director, but if a Director retires but is re-appointed or deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate made by him which was in force immediately prior to his retirement will continue after his re-appointment. Section 165(5) and (6) of the 2014 Act in relation to revocation of appointment shall apply.

## **17. PROCEEDINGS OF THE BOARD**

- 17.1. 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.
- 17.2. 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.
- 17.3. The quorum necessary for the transaction of the business of the Board will be two Directors.
- 17.4. 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.
- 17.5. Notwithstanding the provisions of Section 161(1) of the 2014 Act, a resolution in writing, signed by each Director or his alternate shall be as valid as if it had been passed at a meeting of the Board duly convened and held.
- 17.6. 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.

## **18. TELEPHONE MEETINGS**

- 18.1. 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.
- 18.2. Each Director taking part in the meeting must be able to hear each of the other Directors taking part.
- 18.3. 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.
- 18.4. 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.

- 18.5. 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.

**19. COMMITTEES**

- 19.1. 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 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.
- 19.2. 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.
- 19.3. 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.
- 19.4. 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.
- 19.5. 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.

**20. SECRETARY**

- 20.1. 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.
- 20.2. 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.

**21. 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.

**22. ACCOUNTS**

- 22.1. 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.
- 22.2. 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.
- 22.3. 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).

- 22.4. 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.

23. **AUDIT**

Auditors shall be appointed and their duties regulated in accordance with the Acts.

24. **ANNUAL REPORT AND RETURN UNDER THE CHARITIES ACT 2009**

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

- 24.1. the transmission of the financial statements of the Company to the Charities Regulatory Authority;
- 24.2. the preparation of an Annual Report and its transmission to the Charities Regulatory Authority; and
- 24.3. the preparation of an Annual Return and its transmission to the Charities Regulatory Authority.

25. **NOTICES**

- 25.1. 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:

- 25.1.1. if given to the addressee personally or delivered, when so given or delivered;
- 25.1.2. 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
- 25.1.3. if given, served or delivered by electronic mail at the time it was sent.

- 25.2. Notice of every general meeting shall be given in any manner hereinbefore authorised to:

- 25.2.1. every Member;
- 25.2.2. 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;
- 25.2.3. every Director and Secretary; and
- 25.2.4. the Auditors.

- 25.3. 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.

26. **INDEMNITY**

- 26.1. 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.

- 26.2. To the extent permitted by law<sup>16</sup>, 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.

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<sup>16</sup> Section 91 of the Charities Act allows charities to pay for D&O insurance for a director of a charity. However, Section 91 has yet to be enacted therefore, it is important to retain the language at the start of this Article which states "to the extent permitted by law".

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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Mark Russell Duley  
22 St Albans Rd  
Dublin 8

Organist

Therese Elizabeth Timoney  
7 Marley Rise  
Rathfarnham  
Dublin 14

Violinist

Marie O'Connor  
26 Annesley Pk  
Ranelagh  
Dublin 6

Solicitor

Judith Sara Brereton  
12 Herbert Pk Mews  
Donnybrook  
Dublin 4

Administrator

Timothy Donald Thurston  
1 Kensington Villas  
Rathmines  
Dublin 6

Retired

Andrew Keith Robinson  
25 Marlborough Rd  
Dublin 4

Music Teacher

Siobhan Armstrong  
Kilballyquilty  
Carrick-on-Suir  
Co Waterford

Musician

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Dated

Witness to the above signatures:

Caithriona Jones  
23 Watermeadow Pk  
Old Bawn Tallaght  
Dublin 24