

**COMPANIES ACT 2014**

**CONSTITUTION**

**OF**

**SOCIAL CARE ASSOCIATION OF IRELAND  
COMPANY LIMITED BY GUARANTEE**

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## MEMORANDUM OF ASSOCIATION

OF

### SOCIAL CARE ASSOCIATION OF IRELAND COMPANY LIMITED BY GUARANTEE

- 1 The name of the company is Social Care Association of Ireland Company Limited by Guarantee (the “**Company**”).
- 2 The Company is a company limited by guarantee registered under Part 18 of the Act.
- 3 The main object for which the Company is established (the “Main Object”) is to benefit the disadvantaged, marginalised and vulnerable through promoting the development and understanding of social care practice, education and management throughout Ireland, and to act as a representative and support organisation for members.
- 4 As objects incidental and ancillary to the attainment of the Main Object, the Company shall have the following subsidiary objects:
  - 4.1 To provide a forum for discussion for social care educators, workers and managers (“the constituent associations”);
  - 4.2 To provide a platform for constituent associations and affiliated bodies to voice their concerns or support for developments in the areas in which they have special interest;
  - 4.3 To promote the development of a greater understanding of the importance and value of social care practice, education and management in Ireland;
  - 4.4 To foster a spirit of co-operation, participation and support by developing awareness among constituent associations of the needs of others;
  - 4.5 To promote and inform public opinion of issues directly related to the Company’s work;
  - 4.6 To promote, carry out, or assist in promoting and carrying out relevant research, evaluating changing practices, needs, or developments in the area of social care in Ireland;
  - 4.7 To liaise with statutory regulatory bodies, overseeing the registration of Social Care Workers, to promote of the highest standards possible within the social care sector; and
  - 4.8 To collaborate with and provide assistance to significant interest groups having a main object similar to that of the Company.
- 5 The Company shall in addition to the powers conferred on it by law have the following powers which are exclusively subsidiary and ancillary to the Main Object and which powers may only be exercised in promoting the Main Object. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:
  - 5.1 To establish, support or aid in the establishment and support of any charitable associations, institutions, projects or activities established for similar purposes anywhere

in the world provided and to the extent that their activities are similar to the main object of the Company and to subscribe monies for charitable purposes in any way connected with the purposes of the Company or calculated to further its main object;

- 5.2 To solicit, receive and accept subscriptions, financial assistance, donations, endowments, gifts (both inter vivos and testamentary) and loans of money, rents and other property whatsoever, real or personal, whether subject or not to any specific charitable trusts or conditions for the purpose of furthering the Company's main object and to apply the capital as well as the income of any such device, legacy, subscription, donation, gift, bequest or contribution of fund in accordance with the main object of the Company;
- 5.3 To carry on all or any of the businesses as aforesaid either as a separate business or as the principal business of the Company and to carry on any other business (except the issuing of policies of insurance) which may seem to the Company capable of being conveniently carried on in connection with the above main object;
- 5.4 To purchase, take on licence, lease or in exchange or otherwise acquire, improve, develop real and chattel real property of all kinds and in particular lands, tenements and hereditaments of any tenure whether subject or not to any charges or incumbrances, and to hold or to sell, develop, let, alienate, mortgage, charge, or otherwise deal with all or any of such lands, tenements or hereditaments for such consideration and on such terms as may be considered expedient;
- 5.5 To accept from existing owners, joint owners, or trustees and to hold on trust either alone, or jointly or with another trustee, real and personal property of every kind connected with such various buildings or land owned by or held by means of charitable uses and trusts;
- 5.6 To improve, alter, demolish, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company;
- 5.7 To purchase, manufacture, hire, borrow, exchange or accept any equipment, fittings, furnishings and effects and personal property of every description required for the purposes of the Company;
- 5.8 To undertake and execute any trusts for the benefit of the Company or in the furtherance of the objects thereof;
- 5.9 To acquire and hold shares and stocks of any class or description, debentures, debenture stock, bonds, bills, mortgages, obligations, investments and securities of all descriptions and of any kind issued or guaranteed by any company, corporation or undertaking of whatever nature and wheresoever constituted or carrying on business or issued or guaranteed by any government, state, dominion, colony, sovereign ruler, commissioners, trust, public, municipal, local or other authority or body of whatsoever nature and wheresoever situated and investments, securities and property of all descriptions and of any kind, including real and chattel real estates, mortgages, reversions, contingencies and choses in action;

- 5.10 To invest any moneys of the Company not immediately required for the purposes of its main object in such investments and in such manner as may from time to time be determined, and to hold, sell or deal with such investments and generally to purchase, take on lease or in exchange or otherwise acquire any real and personal property and rights or privileges;
- 5.11 To purchase or otherwise acquire and undertake, the whole or any part of the business, goodwill, property, assets and liabilities of any person firm or company, or to acquire an interest in, amalgamate with or enter into partnership with any other charitable company whose main object is similar to those of this Company or into any arrangement for sharing profits, union of interests, or for co-operation, joint venture or for mutual assistance or reciprocal concession with any such person, firm or company, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired any debentures or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any debentures or securities so received;
- 5.12 To sell or otherwise dispose of the whole or any part of the business, undertaking, property, land, assets, effects, rights, privileges, concessions or investments of the Company, either together or in portions for such consideration and on such terms as may be considered expedient;
- 5.13 To pay for any property, assets or rights acquired by the Company, and to discharge or satisfy any debt, obligation or liability of the Company, in cash or by any other securities which the Company has power to issue, or partly in one way and partly in another, and generally on such terms as may be considered expedient;
- 5.14 To borrow or raise moneys for the purpose of the main object of the Company by mortgaging or charging all or any such property as may legally be mortgaged or charged with capital sums or with terminable annuities for lives or years;
- 5.15 To receive money on loan upon such terms as the Company may approve and to guarantee, enter into any suretyship or joint obligation, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or by both such methods and whether in support of such guarantee or indemnity or suretyship or joint obligation or otherwise, the payment of any debts or the performance of any contract or obligation of any company or association or undertaking or of any person (including, without prejudice to the generality of the foregoing, the payment of any capital, principal, dividends or interest on any stocks, shares, debentures, debenture stock, notes, bonds or other securities of any person, authority (whether supreme, local, municipal or otherwise) or company) including (without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company (within the meaning of section 8 of the Companies Act 2014) or another subsidiary of the Company's holding company or a subsidiary of the Company or otherwise related with the Company in business notwithstanding the fact that the Company may not receive any consideration, advantage or benefit, direct or indirect, from entering into such guarantee or indemnity or suretyship or joint obligation or other arrangement or transaction contemplated herein;

- 5.16 To guarantee the performance of any contract of obligation and the payment of money of or by any person or company, association or undertaking and generally to give guarantee and indemnities;
- 5.17 To accumulate capital for any purpose of the Company and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally, but with due regard to the requirement that prior permission be obtained from the Revenue Commissioners where it is intended to accumulate funds for a period in excess of two years;
- 5.18 To apply for, purchase or otherwise acquire and hold, use, develop, protect, sell, licence or otherwise dispose of, or deal with patents, brevets d'invention, copyrights, designs, trademarks, secret processes, know-how and inventions and any interest therein;
- 5.19 To form, promote, finance or assist any other company or association, whether for the purpose of acquiring all or any of the undertaking, property and assets of the Company or for any other purpose which may be considered expedient;
- 5.20 To act as managers, consultants, supervisors and agents of other companies or undertakings and to provide for such other companies or undertakings, management, advisory, technical, purchasing, selling and other services, and to enter into such contracts and agreements as are necessary or advisable in connection with the foregoing;
- 5.21 To establish, regulate and discontinue franchises, agencies and branches, appoint agents and others to assist in the conduct or extension of the Company's business and to undertake and transact all kinds of trust, agency and franchise business which an individual may legally undertake;
- 5.22 To provide for the organisation and financing of education and training courses for employees and prospective employees of the Company and others as may seem to the Company to be advantageous to or calculated, whether directly or indirectly, to advance the main object of the Company;
- 5.23 To carry out research, investigations and work of every description in relation to the main object of the Company herein mentioned;
- 5.24 To employ such persons to perform such duties on such terms as the Company may think fit including agents either within or outside the State and remunerate any person, firm or company rendering services to the Company either by payment or otherwise and to prepare and implement a scheme or schemes in respect of the granting of pensions, gratuities and other allowances on retirement to or in respect of the staff of the Company and pay all or any of the expenses incurred in connection with the formation, promotion, incorporation or administration of the Company and the remuneration, tenure of office and other conditions of service of every Officer and servant appointed or engaged by the Company shall be such as the Company shall determine;
- 5.25 To grant pensions, gratuities, allowances or charitable aid to any person who may have served the body as an employee, the present or former spouse or civil partner, or widow, widower or surviving civil partner and families dependents or connections of such

persons provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the body and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the body; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the body and to subscribe to guarantee money for charitable objects;

- 5.26 To effect insurances and to take such other measures as may be considered necessary or expedient for the purposes of safeguarding and securing the Company and its directors, members, employees and people using its premises and any property of which the Company may be a trustee, manager, agent or custodian, against liability, loss and damage of every description;
- 5.27 To undertake and execute the office of nominees for the purpose of holding and dealing with any real or personal property or security of any kind for or on behalf of any government, local authority, mortgagee, company, person or body; to act as nominee or agent generally for any purpose and either solely or jointly with another or others for any person, company, corporation, government, state or province, or for any municipal or other authority or local body; to undertake and execute the office of trustee, executor, administrator, registrar, secretary, committee or attorney; to undertake the management of any business or undertaking or transaction, and generally to undertake, perform and fulfil any trust or agency business of any kind and any office of trust or confidence;
- 5.28 To vest any real or personal property, rights or interest acquired by or belonging to the Company in any person or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company;
- 5.29 To engage in any kind of publicity for the purposes of fostering the main object of the Company and to produce, manufacture, direct, broadcast, publish and distribute and arrange the printing or other means of production or reproduction, publication and distribution of any literature, catalogues, programmes, music, periodicals, films, photographs, videos, television programmes, sound recordings, computer programmes, books, posters or leaflets as the Company thinks fit;
- 5.30 To institute, prosecute and defend any suits or actions or other proceedings affecting the Company and to compromise any matters of difference or to submit any such matters to arbitration or to compromise or compound any debts or claims against the Company upon evidence that the Company shall deem sufficient and upon such terms as the Company may deem advisable, to make partition with co-owners or joint owners with the Company having any interest with any property in which the Company is interested and to make such partition either by sale or by set-off or by agreement or otherwise;
- 5.31 To advertise and make known the Company and its main object, purposes and aims by such means as may be deemed expedient;
- 5.32 To accept from existing trustees and hold either alone or jointly all or any existing charitable and benevolent funds, investments and bursaries established for the



advancement of religious, social and charitable works and for any other charitable purpose or any other property of which the Company may be appointed a Trustee;

- 5.33 To receive and administer and allocate grants and gifts made available to the Company for its main object (and whether or not such grants or gifts are made from public funds or otherwise) under the terms and conditions attached to such grants and gifts;
- 5.34 To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments;
- 5.35 To maintain and operate banking accounts and to draw, accept, endorse and issue cheques and other negotiable or transferable instruments;
- 5.36 To contribute by way of donation, subscription, guarantee or otherwise to any other charitable objects whatsoever;
- 5.37 To enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise), or any corporations, companies or persons that may seem conducive to the attainment of the Company's main object and to obtain from any such government, authority, corporation, company, or person any charters, contracts, decrees, rights, privileges and concessions, including grant aid, which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges, concessions and grant agreements;
- 5.38 To advise and co-operate as appropriate with any relevant Government Departments or authorities on any matters concerned directly or indirectly with the main object of the Company;
- 5.39 To apply for, promote and obtain any Act of the Oireachtas, provisional order or licence of the Minister for Jobs, Enterprise and Innovation or other authority for enabling the Company to carry its main object into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company's interests;
- 5.40 To remunerate by cash payment any person or company for services rendered or to be rendered to the Company whether in the conduct or management of its business or any debentures or other securities of the Company or in or about the formation or promotion of the Company;
- 5.41 To procure the Company to be registered in any part of the world;
- 5.42 To transact or carry on any other business or trade which may seem to the Company capable of being conveniently carried on in connection with its main object;
- 5.43 To do all or any of the above things in any part of the world, either alone or in conjunction with others and either as principals, agents, contractors, factors, trustees or otherwise and either by or through agents, contractors, factors, trustees or otherwise; and
- 5.44 To do all such lawful things as are incidental to the attainment or furtherance of the said main object or any of them **PROVIDED ALWAYS THAT: -**

- (i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The Company shall not support with its funds any object, or endeavour to impose on, or procure to be observed by its Members or others, any regulation, restriction, or condition which if an object of the Company would make it a Trade Union.

The word “company” in this clause except where used in reference to this Company, where the context so admits, shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated or whether domiciled or registered in Ireland or elsewhere and the intention is that in the construction of this clause the objects set forth in each of the foregoing sub-paragraphs shall, except where otherwise expressed in the same paragraph, be regarded as independent objects and accordingly shall in no way be limited or restricted by reference to or inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each defined the objects of a separate and distinct company.

Provided always that the provisions of this clause shall be subject to the Company obtaining, where necessary for the purpose of carrying any of its objects into effect, such licence, permit or authority as may be required by law.

- 6 The liability of the Members is limited.
- 7 Every Member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while he or she is a Member or is wound up within one year after the date on which he or she ceases to be a Member, for:
  - 7.1 the 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
  - 7.2 the adjustment of the rights of contributories among themselves,  
  
such amount as may be required, not exceeding EUR1.00.
- 8 If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 9 hereof. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object with the agreement of the Charities Regulator. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.
- 9 The income and property of the Company shall be applied solely towards the promotion of main object(s) as set forth in this Constitution. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or

otherwise howsoever by way of profit to members of the Company. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:

- 9.1 reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the Company;
  - 9.2 interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the Company to the Company;
  - 9.3 reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;
  - 9.4 reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
  - 9.5 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;
  - 9.6 Nothing shall prevent any payment by the company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act, 2009 (as for the time being amended, extended or replaced).
- 10 The Company must ensure that the Charities Regulator has a copy of its most recent governing instrument. If it is proposed to make an amendment to the Constitution of the Company which requires the prior approval of the Charities Regulator, advance notice in writing of the proposed changes must be given to the Charities Regulator for approval, and the amendment shall not take effect until such approval is received.
- 11 Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

**ARTICLES OF ASSOCIATION**  
**OF**  
**SOCIAL CARE ASSOCIATION OF IRELAND COMPANY LIMITED BY GUARANTEE**

**1 Interpretation**

1.1 In this Constitution:

“**Act**” means the Companies Act 2014 and every statutory modification or re-enactment thereof for the time being in force;

“**Agent**” means any company, firm, or persons who agrees to and is authorised to act pursuant to an agency relationship on behalf of the Board, represent it and bind it in business transactions with third parties;

“**Annual Subscription**” means the meaning given to that term in regulation 36;

“**AGM Board Meeting**” means the meeting of the Board that takes place each year at which the Board considers the nominees for the position of Directors and applications by retiring Directors for reappointment;

“**Attorney**” means any company, firm, or persons legally appointed by the Board by means of power of attorney to act on their behalf in the transaction of business;

“**Board**” means the Board of Directors of the Company (or the Directors when referred to in the Act in the sense of a Board of Directors) and “**Director**” in the singular or plural means a Member of the Board (or a Director or Directors when referred to in the Act and in the sense of an individual Director or individual Directors);

“**Chairperson**” means the chairperson for the purposes of general meetings of the Company or the chairperson of the Board as the context requires;

“**Charities Act**” means the Charities Act 2009;

“**Charities Regulatory Authority**” means the Charities Regulatory Authority established under the Charities Act;

“**Committee**” means any committee established in accordance with the Regulations as the context so requires;

“**Company**” means Social Care Association of Ireland Company Limited by Guarantee;

“**Constitution**” has the meaning set out in regulation 1.2;

“**Constituent Associations**” means the Irish Association of Social Care Workers, the Irish Association of Social Care Educators and the Irish Association of Social Care Management;

“**Director**” means a Director of the Company and the “**Directors**” means the Directors or any of them acting as the board of Directors of the Company;

**“Directors Report”** means the annual report of the Directors as referred to in the Regulations;

**“EEA Agreement”** means the Agreement on the European Economic Area signed at Oporto on 2 May 1992, as adjusted by the Protocol signed at Brussels on 17 March 1993;

**“EEA state”** means a state, including the State, which is a contracting party to the EEA Agreement;

**“electronic communication”, “electronic signature” and “advanced electronic signature”** each has the meaning set out in the Electronic Commerce Act 2000;

**“Election Nominees”** means the Nominees elected in accordance with regulation 12.4;

**“Executive Officer”** means the highest ranking individual holding a position of trust within the Company with the responsibility of performing duties and functions on behalf of the Company;

**“Initial Director”** means the Directors appointed in accordance with regulation 11.2;

**“Initial Nominee”** means the Nominees selected by each Nominating Organisation and evaluated in accordance with regulation 12.3;

**“IASCW”** means Members of the Irish Association of Social Care Workers;

**“IASCE”** means Members of the Irish Association of Social Care Educators;

**“IASCM”** means Members of the Irish Association of Social Care Management;

**“Member”** means a Member of the Company as defined in regulation 2 and includes any additional members;

**“Member of the Committee”** means a Member of the Committee of the Board;

**“Month”** means calendar month;

**“Nominating Organisation”** means the Irish Association of Social Care Educators, the Irish Association of Social Care Management and the Irish Association of Social Care Workers;

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

**“Officer”** means an individual holding a position of trust with the Company with the responsibility of performing duties and functions on behalf of the Company;

**“Ordinary resolution”** means a resolution passed by a simple majority of the votes cast by Members of the Company as, being entitled to do so, vote in person or by proxy at a general meeting of the Company;

**“Quorum”** has that meaning to that term given in accordance with regulation 19.3 and regulation 33.2 herein;

**“the Register”** means the Register of Members pursuant to the Act;

“**registered person**” means such person as is authorised to bind the Company in accordance with section 39 of the Act;

“**regulations**” means provisions of this Constitution, as amended from time to time;

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

“**secretary**” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

“**special resolution**” means a resolution passed by not less than 75 per cent of the votes cast by such Members of the Company as, being entitled to do so, vote in person or by proxy at a general meeting of the Company;

“**State**” means the Republic of Ireland;

“**Statutory Auditors Report**” means the annual financial report of the Company prepared by the Auditor to verify the accuracy of the financial records and accounting practices of the Company;

“**Vice Chairperson**” means the vice Chairperson for the purposes of general meetings of the Company or the vice Chairperson of the Board as the context so requires; and

“**Year**” means a calendar year.

- 1.2 The optional provisions of the Act (as defined by section 54 of the Act) shall apply to the Company save to the extent that they are excluded or modified by this Constitution and such optional provisions (as so excluded or modified) together with the regulations contained in this Constitution shall constitute the regulations of the Company (the “**Constitution**”);
- 1.3 Words denoting the singular number include the plural number and vice versa and words denoting a gender include each gender;
- 1.4 Words or expressions contained in this Constitution which are not defined in this Constitution but are defined in the Act have the same meaning as in the Act at the date of adoption of this Constitution unless inconsistent with the subject or context;
- 1.5 Headings are inserted for convenience only and do not affect the construction of this Constitution;
- 1.6 Any reference to a “person” shall be construed as a reference to any individual, firm, company, corporation, undertaking, government, state or agency of a state or any association or partnership (whether or not having separate legal personality);
- 1.7 Powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them and except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under this Constitution or under another delegation of the power;

- 1.8 References to “writing” mean the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, and “written” shall be construed accordingly; and
- 1.9 Any reference to any statute, statutory provision or to any order or regulation shall (save as expressly provided in this Constitution) be construed as a reference to the statute, provision, order or regulation as extended, modified, amended, replaced or re-enacted from time to time (whether before or after the date of adoption of this Constitution) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of adoption of this Constitution).

## MEMBERSHIP

### 2 Membership of the Company

- 2.1 The number of Members with which the Company proposes to be registered is **nine (9)** but the Members may from time to time register an increase of Members.
- 2.2 The Members of the Company shall for the time being be the subscribers to the Memorandum of Association and thereafter shall consist of such other persons as are admitted in accordance with these Regulations.
- 2.3 Membership of the Company shall be open to individuals who subscribe to the aims of the Company and the Constitution of the Company, subject to that membership meeting the requirements of the succeeding articles in this Regulation 2, and on payment of the appropriate membership subscription, or having such subscription waived.
- 2.4 The Board of Directors shall determine the terms and conditions on which an individual shall be admitted to membership of the Company.
- 2.5 The following are the various categories of membership:
- **Full membership** - This category is open to all eligible individuals who subscribe to the aims and the Constitution of the Company, and includes full voting rights at all general meetings of the company.
  - **Associate membership** - This category is open all eligible individuals who subscribe to the aims and the Constitution of the Company. This category of membership does not have any voting rights at general meetings.
  - **Student membership** - This category is open all eligible individuals who subscribe to the aims and the Constitution of the Company. This category of membership does not have any voting rights at general meetings.
- 2.6 Applications for membership of the Company shall be made to the Membership Committee of the Company in writing, in such form and containing such information as the Directors may from time to time prescribe and, before deciding to accept any applications, the Directors shall be entitled to require any additional information.

2.7 Every application for membership of the Company shall be considered by the Membership Committee which shall have regard to any criteria for membership adopted by the Board for the time being in force. If, upon scrutiny, it is clear that the application does not meet the criteria for membership, the Membership Committee, without any obligation to assign a reason therefore, shall turn it down.

In all other cases, a two-thirds majority decision of the Membership Committee shall be required for membership. The final approval of all Members rests with the Board of Directors who may, at its absolute discretion and without assigning any reason therefore, decline to accept any application for membership.

2.8 Membership commences on the date of application approval and approved annual subscription starts on date of membership approval.

2.9 Every Member shall be subject to the all rules and regulations applicable to the Company.

2.10 Every Member shall use their best endeavors to promote the objects and interests of the Company and shall observe all the Company's regulations.

2.11 The rights and liabilities attaching to any Member of the Company may be varied from time to time by special resolution of the Company.

2.12 The rights of every Member shall be personal to them and shall not be transferable.

2.13 The Secretary shall keep an accurate Register containing the names and addresses of all Members, together with such particulars as may be required by the acts.

2.14 The entry of Members names in the Register of Members shall be evidence of membership but no Member shall be entitled to request the Company to issue a certificate of membership.

2.15 Where the Company has increased the number of its Members beyond the registered number, it shall, within 15 days after the date on which the increase was resolved on or took place, deliver particulars of the increase to the Registrar.

2.16 Members of the Company shall not be entitled to any remuneration for their services, but the Board may authorise the payment by the Company to any such Members of any reasonable and proper out of pocket expenses incurred by her in performance of her duties or otherwise in connection with the affairs of the Company.

### **3 Resignation, Cessation and Expulsion of Members**

Membership of the Company shall cease:

3.1 If a Member dies or ceases to exist;

3.2 If the Member resigns as a Member by sending one Month's notice in writing to the Secretary at the Office;



- 3.3 If the Member becomes of unsound mind or is declared a bankrupt or carries a composition with his creditors or on death, or being a body corporate, winding up proceedings are commenced other than by way of a Member's voluntary winding up;
- 3.4 If the Member shall be in default for a period of three months in the payment of any subscription or other contribution payable to the Company;
- 3.5 If the Member shall refuse or wilfully neglect to comply with any of these regulations, or shall have been guilty of such conduct as in the opinion of the Board shall have rendered him unfit to remain a Member of the Company, or shall be injurious to the Company, or if the Directors shall for any other good reason require that a Member shall be expelled such Member may by a Resolution of the Directors be expelled from membership **PROVIDED** that he shall have been given notice of the intended resolution for his expulsion and shall have been afforded an opportunity of giving orally or in writing to the Directors any explanation or defence as he may think fit. Notice under this Article shall be deemed to have been served if it is sent by post in accordance with the provisions set out in regulation 44 of these Articles whether or not it is actually received by the Member intended to be served with such notice; and
- 3.6 if the Member is disqualified from being a charity trustee of any charitable organisation pursuant to Section 55 of the Charities Act.
- 3.7 If and when the number of Members shall become reduced to less than **five (5)**, steps will be taken immediately by the remaining Members to increase the number.

## **CORPORATE CAPACITY AND AUTHORITY**

### **4 Registered Person**

Where the Board of Directors authorises any person as being a person entitled to bind the Company (not being an entitlement to bind that is, expressly or impliedly, restricted to a particular transaction or class of transactions), the Company may notify the Registrar of the authorisation in accordance with section 39 of the Act.

### **5 Powers of Attorney**

- 5.1 The Company may empower any company, firm or person or body of persons, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State for the time being. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.
- 5.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts from moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Board shall from time to time by resolution determine.

## **6 The Common Seal**

- 6.1 The Company shall have a common seal or seals that shall state the Company's name, engraved in legible characters.
- 6.2 The Company's seal shall be used only by the authority of its Directors, or of a Committee of its Directors authorised by its Directors in that behalf. Any instrument to which the Company's seal shall be affixed shall be:
- 6.2.1 signed by a Director and be countersigned by the Secretary or by a second Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them; or
- 6.2.2 signed by a person (including a Director) appointed for the purpose by its Directors or a Committee of its Directors authorised by its Directors in that behalf.
- 6.3 If there is a registered person in relation to the Company, the Company's seal may be used by such person and any instrument to which the Company's seal shall be affixed when it is used by the registered person shall be signed by that person and countersigned:
- 6.3.1 by the Secretary or a Director; or
- 6.3.2 by some other person appointed for the purpose by its Directors or a committee of its Directors authorised by its Directors in that behalf.
- 6.4 Any instrument to which the common seal is affixed shall not be signed by the same person acting both as Director and Secretary.
- 6.5 Section 43(2) and section 43(3) of the Act do not apply.

## **7 Debentures**

- 7.1 The Company shall:
- 7.1.1 neither apply to have securities (or interests in them) admitted to trading or to be listed on; nor
- 7.1.2 have securities (or interests in them) admitted to trading or listed on, any market, whether a regulated market or not, in the State or elsewhere; however nothing in this regulation prohibits the admission to trading or listing (or an application being made therefor) on any market of debentures (or interests in them) for the purposes of any of paragraphs (a) to (e) of section 68(3) of the Act.

## **CORPORATE GOVERNANCE**

## **8 Company Secretary**

- 8.1 The Secretary shall be appointed by the Directors for such term, at such remuneration (unless the secretary is also a Director in which case the secretary cannot be

remunerated) and upon such conditions as they may think fit and any secretary so appointed may be removed by them.

8.2 The Secretary shall be responsible for the maintenance and custody of the records and books required by the Act.

8.3 The provisions of the Act or these regulations requiring or authorising a matter to be done by or to a Director and the Secretary, shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

8.4 The Secretary shall furnish Minutes of any or all meetings of the Board to the Members on that individual Member's request.

## **9 Directors**

9.1 The majority of Directors must be resident in the State for the time being.

9.2 The affairs of the Company shall be managed by the Board, which shall be responsible to the Members of the Company.

9.3 The role of the Board is to manage the affairs of the Company and, inter alia, to provide vision, leadership and guidance through the review, approval and establishment of policies and strategic plans for the Company.

9.4 The Board shall from time to time, as they deem appropriate, promulgate rules and regulations for the conduct and management of the Company, provided always that same shall not be in conflict with these Regulations.

9.5 The affairs of the Company shall be managed by the Directors subject to the provisions of the Act, the Constitution and directions given by resolution. The Directors may exercise all the powers of the Organisation which are not reserved to a General Meeting. No alteration of the Constitution and no direction given by the Company in a General Meeting shall invalidate any prior act of the Directors which would have been valid if that alteration or direction had not been given.

## **10 Borrowing Powers**

10.1 The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings, property or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability obligations of the Company or of any third party.

## **11 Appointment of Director**

11.1 Any purported appointment of a Director without that Director's consent shall be void.

11.2 The first Directors (hereinafter called the "Initial Directors") of the Company shall be deemed to have been appointed pursuant to Section 144 (2) of the Act. Thereafter the Directors of the Company shall elect the Directors in accordance with these Regulations

- 11.3 All Directors shall be appointed on the basis of their willingness to serve, ability, governance experience and their support of the ethos, mission and philosophy of the Company.
- 11.4 The Board of Directors should be limited to (9) Directors comprised as follows:
- 11.4.1 at least three (3) of which will be Members of the Irish Association of Social Care Workers (“IASCW”);
  - 11.4.2 at least three (3) of which will be Members of the Irish Association of Social Care Educators (“IASCE”);
  - 11.4.3 at least three (3) of which will be Members of the Irish Association of Social Care Management (“IASCM”);
- No person shall be elected unless he receives an absolute majority of votes.
- 11.5 New Directors shall be appointed by the existing Directors following their nomination by each Nominating Organisation in accordance with Regulation 12.
- 11.6 The Company may from time to time, by ordinary resolution, increase or reduce the number of Directors.
- 11.7 On the occurrence of any vacancy reducing the number of Directors to less than nine (9), a new Director shall be appointed within 60 days of notification to the remaining Directors of the said vacancy. The new Director shall be nominated by the nominating organisation who proposed the retiring, dismissed or deceased Director **PROVIDED ALWAYS** that no appointment made outside of the 60 day period will be invalidated by virtue only of having been made after the expiry of the said period **FURTHER PROVIDED ALWAYS HOWEVER** that any appointment will be made as soon as possible as aforesaid.
- 11.8 Any Director appointed as mentioned in regulation 11.37 shall hold office only until the next following annual general meeting, and shall then be eligible for re-election.
- 11.9 Subject to the provisions of regulations 11.4 and 11.7, the Company may by ordinary resolution appoint another person in place of a Director removed from office under regulation 15.1. Without prejudice to the powers of the Directors under regulations 11.4 and 11.7 the Company in General Meetings may appoint any person to be a Director, either to fill a casual vacancy or as additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if she had become Director on the day on which the Director in whose place she is appointed was last elected a Director.
- 11.10 The application of section 144(3) of the Act shall be modified accordingly.

## 12 Nomination of Directors

- 12.1 Each Nominating Organisation will be responsible for nominating members of their organisation for election to the Board.

- 12.2 The process to be adopted by each Nominating Organisation is to be determined by the Board.
- 12.3 Nominations for election to the Board will be accepted in writing by persons nominated by each Nominating Organisation stating that they are willing to stand for election to the Board and to serve on the Board if elected, in accordance with the terms as determined by the Board of Directors.
- 12.4 The closing date for nominations will be no less than fifteen days before the date of the election of the Board members, which nominations shall be notified to the Members no less than ten days before the election. A brief curriculum vitae of each nominated candidate shall be attached to the list of nominations.
- 12.5 The criteria to be considered by each Nominating Organisation when evaluating Initial Nominees shall be the following:
- 12.3.1. whether the Initial Nominee has demonstrated competence to lead in their particular area;
  - 12.3.2. whether the Initial Nominee has experience of serving on management committees, boards of directors or similar bodies;
  - 12.3.3. the current composition of the Board and its balance in terms of geography, gender, sectors, individuals and corporate bodies;
  - 12.3.4. the skills of the current Board including practice, management and education; and
  - 12.3.5. the strategic development by the Company of relationships with the public sector, statutory bodies, the advisory bodies, the private sector and educational and academic spheres;
- 12.6 The Board shall then evaluate the Initial Nominees recommended by each Nominating Organisation and shall choose those of the Initial Nominees that are to be proposed for election by the Directors at the AGM Board Meeting (the “**Election Nominees**”).
- 12.7 The Directors shall notify each Nominating Organisation of the success or otherwise of all Initial Nominees chosen as Election Nominees no later than one month prior to the AGM Board Meeting of the Company.

## 13 **Voting and Election of Directors**

- 13.1 Directors shall be elected as follows:
- 13.1.1. As per regulation 11.4 each Nominating Organisation is required to have a minimum of three (3) Directors on the Board and any such vacancies will be filled in priority in accordance with the manner described in regulation 13.1.5;
  - 13.1.2. Thereafter, if there are more Election Nominees than there are vacancies on the Board, an election shall take place in the manner described in regulation 13.1.5;

- 13.1.3. if there are an equal number of Election Nominees to the number of vacancies on the Board, those Election Nominees shall be deemed to have been elected as Directors;
- 13.1.4. if there are less Election Nominees than there are vacancies on the Board the Election Nominees shall be deemed to be elected Directors and the matter of the vacancies will be returned to the Board for their consideration;
- 13.1.5. where an election is required, the election shall take place by a simple majority and in the event of a tied vote the Chairperson shall have a casting vote;
- 13.1.6. the Election Nominees that are successful in being elected as Directors shall be announced at the Annual General Meeting of the Company.

#### **14 Re-appointment, Retirement and Replacement of Directors**

- 14.1 The term of office of a Director shall be three (3) years and a Director may be reappointed for two (2) further successive terms of three (3) years. The term office is subject to a maximum of nine (9) years.
- 14.2 Notwithstanding regulation 14.1 the first term of office of an Initial Director shall be between three (3) – five (5) years, to be determined by each Nominating Organisation, and an Initial Director may be reappointed for two (2) further successive terms of three (3) years.
- 14.3 At every Annual General Meeting the Directors that have served a three (3) year term, or such longer period of time for an initial Director's first term of office (regulation 14.2), shall retire from office. A retiring Director shall retain their office until the dissolution of the meeting.
- 14.4 No person shall be entitled to be appointed as a Director for more than three (3) terms in succession.
- 14.5 Directors that are eligible for reappointment shall notify the Secretary in writing of their intention to stand for reappointment prior to the AGM Board Meeting in the year that their term of office expires. At the AGM Board Meeting, the Directors present shall by way of majority vote decide if a Director is to be reappointed for a second term of office. Directors standing for reappointment shall not be entitled to participate in the deliberations or to vote in respect of their own reappointment to office Meeting.
- 14.6 The second, and any further, three (3) year term of office for retiring Directors that are reappointed shall commence at the conclusion of the Annual General Meeting that follows shortly after their reappointment.
- 14.7 Retiring Directors that are eligible for reappointment are obliged to seek reappointment.
- 14.8 The application of section 1196 of the Act shall be modified accordingly.

## 15 Removal of Directors

- 15.1 In accordance with section 146 of the Act, the Company may by ordinary resolution remove a Director before the expiration of his period of office notwithstanding any agreement between the Company and that Director.

## 16 Vacation of Office

- 16.1 The office of Director shall be vacated if:
- 16.1.1 the Director is adjudicated bankrupt or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction; or
  - 16.1.2 the Director becomes or is deemed to be subject to a disqualification order within the meaning of the Act; or
  - 16.1.3 the health of the Director is such that he or she can no longer be reasonably regarded as possessing an adequate decision making capacity; or
  - 16.1.4 a declaration of restriction is made in relation to the Director; or
  - 16.1.5 the Director is sentenced to a term of imprisonment following conviction of an indictable offence; or
  - 16.1.6 ceases to be a Member of a **Nominating Organisation**; or
  - 16.1.7 is absent without permission of the Directors from four (4) consecutive meetings and the Directors resolve that the office should be vacated;
  - 16.1.8 in the opinion of the majority of the Directors, is not acting in accordance with regulation 11.3; or
  - 16.1.9 is directly or indirectly interested in any contract with the Company and fails to declare the nature of her interest in the manner required by Section 194 of the Act; or
  - 16.1.10 being engaged in any profession is, on account of misconduct, prohibited by the governing body of such profession from continuing to practice under its regulations; or
  - 16.1.11 is disqualified from being a charity trustee of any charitable organisation pursuant to section 55 of the Charities Act; or
  - 16.1.12 the Director is requested by his or her co-Directors to vacate his or her office. Any such request shall be made in writing (and may be in counterparts) by letter, email, facsimile or other means or alternatively shall be made orally at a board meeting at which such co-Directors are present in person or by proxy, irrespective of whether the Director in respect of whom the request is being made is present or not. The vacation of the said Director's office as Director shall take effect on the date the request is made or, if later, the date stated to be the effective date in that request or, if the request is made orally at a board meeting, with effect from the termination of the meeting. Notification of any request under this regulation shall be sent by the Company by recorded delivery to the Director at his usual residential address as

notified to the Company, or if not so notified, then to the address of the Director last known to the Company.

16.2 The application of section 148(2) of the Act shall be modified accordingly.

## **17 Remuneration of Directors**

17.1 The Directors of the company shall not be entitled to remuneration.

17.2 Subject to clause 9 of the memorandum of association the Directors may however be paid reasonable and proper 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.

17.3 Without prejudice to the provisions of regulation 17.2, the Directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any person who is or was:

17.3.1 a Director, other officer, employee or auditor of the Company, or of any body which is or was the holding company or subsidiary of the Company, or in which the Company or such holding company or subsidiary has or had any interest (whether direct or indirect) or with which the Company or such holding company or subsidiary is or was in any way affiliated or associated; or

17.3.2 a trustee of any pension fund in which employees of the Company or any other body referred to in regulation 17.3.1 is or has been interested,

including without limitation insurance against any liability incurred by such person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or offices in relation to the relevant body or fund.

17.4 The application of section 1197 shall be modified accordingly.

## **PROCEEDINGS OF DIRECTORS**

### **18 General Power of Management and Delegation**

18.1 The business of the Company shall be managed by its Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Company in general meeting, but subject to:

18.1.1 any regulations contained in this Constitution;

18.1.2 the provisions of the Act; and

18.1.3 such directions, not being inconsistent with the foregoing regulations or provisions, as the Company in general meeting may (by special resolution) give.



- 18.2 The Directors may delegate any of their powers to such person or persons as they think fit, including committees. Any such committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.

## 19 Meetings of Directors

- 19.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 19.2 The Board shall hold a minimum of four (4) meetings every year.
- 19.3 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be **five (5)**, with at least one Director from each of the nominating bodies.
- 19.4 A Director shall not be counted in the Quorum present at a meeting in relation to a resolution on which she is not entitled to vote.
- 19.5 Questions arising at any such meeting shall be decided by a majority of votes and where there is an equality of votes, the chairperson shall have a second or casting vote.
- 19.6 If a question arises at a meeting of the Board or of a Committee of the Board as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairperson of the meeting and her ruling in relation to any Director other than himself shall be final and conclusive.
- 19.7 The Chairperson may, and on the requisition of a Director, at any time summon a meeting of the Board.
- 19.8 All Directors shall be entitled to reasonable notice of any meeting of the Directors but it shall not be necessary to give notice of a meeting of Directors to any Director who, being resident in the State, is for the time being absent from the State.
- 19.9 Where proposals are under consideration concerning the appointment of two or more Directors to offices or employment with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each Director separately and (provided she is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the Quorum in respect of each resolution except that concerning her own appointment.
- 19.10 The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose.
- 19.11 All acts done by any meeting of the Directors or of a committee of Directors 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 person 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.

19.12 Save as otherwise provided by the regulations, a Director shall not vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs –

- (a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company or any of its subsidiaries;
- (b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the Director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- (c) his interest arises by virtue of his subscribing or agreeing to subscribe for any debentures of the Company or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such debentures by the Company or any of its subsidiaries for subscription, purchase or exchange;
- (d) the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Revenue Commissioners for taxation purposes.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this article becomes binding on the Company) connected with a Director shall be treated as an interest of the Director.

## **20 Chairperson of the Board**

- 20.1 The Chairperson of the Board will be elected by the Directors for a three year term and may be reappointed for a further three year term, subject to a maximum term of six (6) years.
- 20.2 The Chairperson shall preside at all meetings of the Board and shall have the power on behalf of the Company to perform all acts and execute all documents to make effective the action of the Board. The Chairperson shall be the primary representative of the Board and shall see that orders and resolutions of the Board are carried into effect.
- 20.3 The Chairperson shall also perform other such duties as may be assigned from time to time by the Board. The Chairperson shall report to the Board at each of its meetings on all matters of significance requiring the Board's consideration and advice.

## **21 Vice Chairperson of the Board**

- 21.1 The Members may appoint a Vice Chairperson of the Board of Directors for such period as they shall decide.
- 21.2 The Vice-Chairperson shall assist the Chairperson and act on the Chairperson's behalf in all cases of absence or inability to act. Service as Vice-Chairperson shall not be a

condition precedent to service as Chairperson and Vice-Chairpersons shall not automatically succeed Chairpersons.

## **22 Establishment of Committees**

- 22.1 The Board may establish such Committees (by whatever name called) as the Directors think fit for such purpose and with such functions as they think fit, provided that any such Committee shall consist at least two Directors.
- 22.2 The Board shall determine the composition, structure and role of all Committees and shall impose on any such Committee such (if any) regulations and restrictions as the Board think fit and specify by resolution.
- 22.3 The Board shall delegate to any such Committees such (if any) of the Directors' powers as the Board thinks fit and specifies by resolution.
- 22.4 The minutes of every committee meeting shall be submitted to the Secretary of the Board and be available to every Director as requested.

## **23 Meetings of Committees**

- 23.1 The Board may appoint the Chairperson of any such Committee(s). A Committee may elect a Chairperson of its meetings if no Chairperson has been appointed by the Board, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the meeting, the members of the Committee present may choose one of their number to be Chairperson of the meeting.
- 23.2 At any time and from time to time, the Board may amend and/or revoke any one or more of such powers, regulations and restrictions of any such Committee to such extent as the Board think fit and specify by resolution.
- 23.3 In the performance of its functions and in the exercise of any powers so delegated, any such Committee shall conform to any such regulations and restrictions in force from time to time and for the time being. As referred to at regulation 7.2, no such Committee shall have power to authorise the use of the Seal of the Company unless specifically empowered by the Board to do so whether at the time of establishment of that Committee or afterwards.
- 23.4 All Committees established by the Board herein shall be responsible to the Board.
- 23.5 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 where there is an equality of votes of the members of the Committee present the Chairperson of the Committee shall have a second or casting vote. The Chairperson of the Committee shall be entitled not to exercise the right to use such second or casting vote if the Chairperson does not wish or deem it fit to do so.
- 23.6 The application of section 160 of the Act shall be modified accordingly.

## 24 **Written Resolutions of Directors**

- 24.1 A resolution in writing signed by all the Directors of the Company, or by all the members of a committee of them, and who are for the time being entitled to receive notice of a meeting of the Directors or, as the case may be, of such a committee, shall be as valid as if it had been passed at a meeting of the Directors or such a committee duly convened and held.
- 24.2 A resolution referred to in regulation 24.1 may be signed by electronic signature, advanced electronic signature or otherwise as approved by the Directors.
- 24.3 Subject to regulation 24.4, where one or more of the Directors (other than a majority of them) would not, by reason of:
- (a) the Act or any other enactment;
  - (b) the Constitution; or
  - (c) a rule of law,

be permitted to vote on a resolution such as is referred to in regulation 24.1, if it were sought to pass the resolution at a meeting of the Directors duly convened and held, then such a resolution, notwithstanding anything in regulation 24.1, shall be valid for the purposes of that regulation if the resolution is signed by those of the Directors who would have been permitted to vote on it had it been sought to pass it at such a meeting.

- 24.4 In a case falling within regulation 24.3, the resolution shall state the name of each Director who did not sign it and the basis on which he or she did not sign it.
- 24.5 For the avoidance of doubt, nothing in the preceding regulations dealing with a resolution that is signed by other than all of the Directors shall be read as making available, in the case of an equality of votes, a second or casting vote to the one of their number who would, or might have been, if a meeting had been held to transact the business concerned, chairperson of that meeting.
- 24.6 The application of section 161 of the Act shall be modified accordingly.

## 25 **Meetings of Directors by Conference**

- 25.1 A meeting of the Directors or of a committee of them may consist of a conference between some or all of the Directors or, as the case may be, members of the committee who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and:
- 25.1.1 a Director or Member of a committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and

25.1.2 such a meeting shall be deemed to take place in such location as the Directors, or members of the committee, decide and failing that where the chairperson of the meeting is located.

25.2 The application of section 161 of the Act shall be modified accordingly.

## **26 Duty of Director to Disclose his or her Interest in Contracts made by Company**

In accordance with section 231 of the Act, it shall be the duty of a Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company, to declare the nature of his or her interest to the Company at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, if his interest then exists, or in any other case at the first meeting of the Directors after he becomes so interested.

A general notice given by a Director to the effect that:

- a) He is a Member of a specified company or firm and is to be regarded as interested in all transactions with such company or firm; or
- b) She is to be regarded as interested in any transaction which may be made after the date of the notice with a specified person who is connected with her (within the meaning of the Act or section 2(2) of the Charities Act 2009),

shall be sufficient declaration of interest under the regulation, and after such general notice is given it shall not be necessary to give any special notice relating to any subsequent transaction with such company or firm, provided that either the notice is given at a meeting of the Directors or the Director giving the notice takes reasonable steps to secure that it is brought up and read at the next meeting of the Directors after it is given.

## **27 Minutes of Proceedings of Directors**

27.1 The Company shall cause minutes to be entered in books kept for that purpose of:

- (a) all appointments of officers made by its Directors;
- (b) the names of the Directors present at each meeting of its Directors and of any committee of the Directors; and
- (c) all resolutions and proceedings at all meetings of its Directors and of committees of Directors.

## **GENERAL MEETINGS AND RESOLUTIONS**

## **28 Annual General Meeting**

28.1 Subject to regulation 28.2 the Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings 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.

- 28.2 So long as the Company holds its first annual general meeting within 18 months after the date of its incorporation, it need not hold it in the year of its incorporation or in the following year.
- 28.3 The financial statements and report of the Directors and the statutory auditors for a financial year shall be laid before a general meeting of the Company not later than nine months after the financial year end date.

## 29 **Location and Means for Holding General Meetings**

- 29.1 An annual general meeting of the Company or an extraordinary general meeting of it may be held inside or outside of the State.
- 29.2 If the Company holds its annual general meeting or any extraordinary general meeting outside of the State then, unless all of the members entitled to attend and vote at such meeting consent in writing to its being held outside of the State, the Company shall make, at the Company's expense, all necessary arrangements to ensure that members can by technological means participate in any such meeting without leaving the State.
- 29.3 A meeting referred to in the foregoing regulation may be held in two or more venues (whether inside or outside of the State) at the same time using any technology that provides members, as a whole, with a reasonable opportunity to participate.

## 30 **Extraordinary General Meetings**

- 30.1 The Directors of the Company may, whenever they think fit, convene an extraordinary general meeting. If, at any time, there are not sufficient Directors capable of acting to form a quorum, any Director or any Member of it may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
- 30.2 The Directors shall, on the requisition of one or more Members holding, or together holding, at the date of the deposit of the requisition, not less than 10 per cent of the total voting rights of all the Members having, at the date of the deposit, the right to vote at general meetings of the Company, forthwith proceed duly to convene an extraordinary general meeting of the Company.
- 30.3 The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.
- 30.4 If the Directors do not within 21 days after the date of the deposit of the requisition proceed to convene a meeting to be held within two months after that date (the "requisition date"), the requisitionists, or any of them representing more than 50 per cent of the total voting rights of all of them, may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of three months after the requisition date.
- 30.5 Any reasonable expenses incurred by the requisitionists by reason of the failure of the Directors to convene a meeting shall be repaid to the requisitionists by the Company and

any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the Directors as were in default.

- 30.6 For the purposes of regulations 30.2 to 30.5, the Directors shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened the meeting if they do not give such notice of it as is required by section 181 of the Act.
- 30.7 A meeting convened under regulation 30.4 shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.

### **31 Persons entitled to Notice of General Meetings**

31.1 Notice of every general meeting of the Company shall be given to:

31.1.1 every Member; and

31.1.2 the Directors and secretary of the Company.

31.2 Unless the Company is entitled to and has availed itself of the audit exemption under sections 360 or 365 of the Act (and, where relevant, section 399 has been complied with in that regard), the statutory auditors of the Company shall be entitled to:

31.2.1 attend any general meeting of the Company;

31.2.2 receive all notices of, and other communications relating to, any general meeting which any Member of the Company is entitled to receive; and

31.2.3 be heard at any general meeting which they attend on any part of the business of the meeting which concerns them as statutory auditors.

### **32 Notice of General Meetings**

32.1 A meeting of the Company, other than an adjourned meeting, shall be called:

32.1.1 in the case of the annual general meeting or an extraordinary general meeting for the passing of a special resolution, by not less than twenty one 21 days' notice;

32.1.2 in the case of any other extraordinary general meeting, by not less than fourteen days (14) days' notice.

32.1.3 A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in regulation 32.1, be deemed to have been duly called if it is so agreed by:

32.1.4 all the Members entitled to attend and vote at the meeting; and

32.1.5 unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption under sections 360 or 365 of the Act

(and, where relevant, section 399 has been complied with in that regard), the statutory auditors of the Company.

- 32.2 A resolution may be proposed and passed as a special resolution at a meeting of which less than 21 days' notice has been given if it is so agreed by a majority in number of the Members having the right to attend and vote at any such meeting, being a majority together representing not less than 90 per cent of the total voting rights at that meeting of all the Members.
- 32.3 Where notice of a meeting is given by posting it by ordinary prepaid post to the registered address of a Member, then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.
- 32.4 In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.
- 32.5 The notice of a meeting shall specify:
- (a) the place, the date and the time of the meeting;
  - (b) the general nature of the business to be transacted at the meeting;
  - (c) in the case of a proposed special resolution, the text or substance of that proposed special resolution; and
  - (d) with reasonable prominence a statement that:
    - (i) a Member entitled to attend and vote is entitled to appoint a proxy using the form set out in section 184 of the Act to attend, speak and vote instead of him or her;
    - (ii) a proxy must be a Member; and
    - (iii) the time by which the proxy must be received at the Company's registered office or some other place within the State as is specified in the statement for that purpose.
- 32.6 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

### 33 Quorum

- 33.1 No business shall be transacted at any general meeting of the Company unless a quorum of Members is present at the time when the meeting proceeds to business.
- 33.2 Save as herein otherwise provided, ten (10) Members present in person shall be a quorum.



- 33.3 If within 15 minutes after the time appointed for a general meeting a quorum is not present, then:
- 33.3.1 where the meeting has been convened upon the requisition of Members, the meeting shall be dissolved;
- 33.3.2 in any other case:
- (a) the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine; and
  - (b) if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the Members present shall be a quorum.
- 33.4 If such a Quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a Quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine and if at the adjourned meeting a Quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a Quorum.

## 34 Proxies

- 34.1 Subject to regulation 34.3, any Member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another as his or her proxy to attend and vote instead of him or her. No person other than a Member or a Director of the Company may be appointed to act as a proxy.
- 34.2 A proxy so appointed shall have the same right as the Member to speak at the meeting and to vote on a show of hands and on a poll.
- 34.3 A Member of the Company shall not be entitled to appoint more than one proxy to attend on the same occasion.
- 34.4 The instrument appointing a proxy (the "instrument of proxy") shall be in writing:
- (a) under the hand of the appointer or of his or her attorney duly authorised in writing; or
  - (b) if the appointer is a body corporate, either under seal of the body corporate or under the hand of an officer or attorney of it duly authorised in writing.
- 34.5 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 registered office of the Company concerned or at such other place within the State as is specified for that purpose in the notice convening the meeting, and shall be so deposited not later than the 'appointed time' as defined in regulation 34.6.

- 34.6 The appointed time is:
- (a) immediately before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - (b) in the case of a poll, immediately before the time appointed for the taking of the poll,
- and the application of section 183(6) of the Act shall be modified accordingly.
- 34.7 The depositing of the instrument of proxy referred to in regulation 34.5 may, rather than it being effected by sending or delivering the instrument, be effected by communicating the instrument to the Company by electronic means, and this regulation likewise applies to the depositing of anything else referred to in regulation 34.5.
- 34.8 If regulation 34.5 or regulation 34.6 is not complied with, the instrument of proxy shall not be treated as valid.
- 34.9 Subject to regulation 34.10, a vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the appointer or revocation of the proxy or of the authority under which the proxy was executed.
- 34.10 Regulation 34.9 does not apply if notice in writing of the occurrence of one of the events mentioned in that regulation is received by the Company concerned at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- 34.11 Subject to regulation 34.12, if, for the purpose of any meeting of the Company, invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's expense to some only of the Members entitled to be sent a notice of the meeting and to vote at it by proxy, any officer of the Company who knowingly and intentionally authorises or permits their issue in that manner shall be guilty of a category 3 offence.
- 34.12 An officer shall not be guilty of an offence under regulation 34.11 by reason only of the issue to a Member, at his or her request in writing, of a form of appointment naming the proxy or of a list of persons willing to act as proxy if the form or list is available on request in writing to every Member entitled to vote at the meeting by proxy.

## 35 Form of Proxy

- 35.1 An instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit:

Social Care Association of Ireland ("the Company") Company Limited by Guarantee

[name of Member] ("the Member") of [address of Member] being a Member of the Company hereby appoint/s [name and address of proxy] or failing him or her

[name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows:

Voting instructions to Proxy (choice to be marked with an "X")			
Number or description of resolution	In favour	Abstain	Against
1.			
2.			
3.			
Unless otherwise instructed the proxy will vote as he or she thinks fit.			
Signature of Member			
Date:			

35.2 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

### 36 Annual Subscription

36.1 All Members must pay the Annual Subscription in the manner determined by the Directors.

36.2 The amount of the Annual Subscription shall be determined by the Directors taking into account the budgetary requirements of the Company.

### 37 Representation of Bodies Corporate at Meetings of Companies

37.1 A body corporate may, if it is a Member of the Company, by resolution of its Directors or other governing body authorise such person (in this section referred to as an "authorised person") as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Members of the Company.

37.2 A body corporate may, if it is a creditor (including a holder of debentures) of the Company, by resolution of its Directors or other governing body authorise such person (in this section also referred to as an "authorised person") as it thinks fit to act as its representative at any meeting of any creditors of the Company held in pursuance of the Act or the provisions contained in any debenture or trust deed, as the case may be.

37.3 An authorised person shall be entitled to exercise the same powers on behalf of the body corporate which he or she represents as that body corporate could exercise if it were an individual Member of the Company, creditor or holder of debentures of the Company.

37.4 The chairperson of a meeting may require a person claiming to be an authorised person within the meaning of this section to produce such evidence of the person's authority as

such as the chairperson may reasonably specify and, if such evidence is not produced, the chairperson may exclude such person from the meeting.

## 38 Proceedings at Meetings

- 38.1 All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at any Annual General Meeting with the exception of;
- (i) the consideration of the accounts;
  - (ii) the consideration of the balance sheets; and
  - (iii) the consideration of;
    - a) the Directors Report;
    - b) the Statutory Auditors Report;
    - c) the appointment of Directors in the place of those retiring;
    - d) the re-appointment of the retiring Statutory Auditors; and
    - e) the fixing of the remuneration of the Statutory Auditors.
- 38.2 The Chairperson of the Board or their nominee shall preside as Chairperson at every Annual General Meeting and Extraordinary General Meetings of the Company.
- 38.3 If the Chairperson of the Board or their Nominee is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act, the Members present shall elect one of their number to be Chairperson of the meeting.
- 38.4 The chairperson may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- 38.5 No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 38.6 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 38.7 When a meeting is adjourned for twenty nine (29) days or less, it shall not be necessary to give any notice of an adjourned meeting of the business to be transacted at an adjourned meeting.
- 38.8 Unless a poll is demanded at any general meeting in accordance with section 189 of the Act, which provides that a poll may be demanded:
- (a) by the Chairperson; or
  - (b) by at least three (3) Members having the right to vote at the meeting; or
  - (c) by a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting;
- (i) a resolution put to the vote of the meeting shall be decided on a show of hands; and

(ii) a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

38.9 Except as otherwise herein provided at Regulation 38.13, if a poll is demanded it shall be taken in such a manner as the Chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

38.10 Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to any other vote he or she may have.

38.11 A poll requested on the election of a Chairperson or on a question of adjournment shall be taken forthwith. A poll requested on any other question shall be taken at such time and place as the Chairperson of the meeting directs and any business other than that upon which a poll had been demanded may be proceeded with, pending the taking of the poll.

38.12 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the voter objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.

38.13 The application of section 187 of the Act shall be modified accordingly.

### **39 Votes of Members**

39.1 Where a matter is being decided (whether on a show of hands or on a poll), every Member present in person and every proxy shall have one vote, but so that no individual Member shall have more than one vote.

39.2 Each of the following:

- (a) a Member of unsound mind;
- (b) a Member who has made an enduring power of attorney;
- (c) a Member in respect of whom an order has been made by any court having jurisdiction in cases of unsound mind;

may vote, whether on a show of hands or on a poll, by his or her committee, donee of a registered enduring power of attorney, receiver, guardian or other person appointed by the foregoing court.

39.3 Any such committee, donee of an enduring power of attorney, receiver, guardian, or other person may speak and vote by proxy, whether on a show of hands or on a poll.

- 39.4 Where applicable no Member shall be entitled to vote at any general meeting of the Company unless all moneys (e.g. annual subscription fee) immediately payable by him or her to the Company have been paid.
- 39.5 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.
- 39.6 Any such objection made in due time shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.
- 39.7 The application of section 188 of the Act shall be modified accordingly.

#### **40 Unanimous Written Resolutions**

- 40.1 A resolution in writing signed by all the Members of the Company for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held and if described as a special resolution shall be deemed to be a special resolution.
- 40.2 A resolution passed in accordance with regulation 40.1 shall be deemed to have been passed at a meeting held on the date on which it was signed by the last Member to sign, and, where the resolution states a date as being the date of his or her signature thereof by any Member, the statement shall be prima facie evidence that it was signed by him or her on that date.
- 40.3 If a resolution passed in accordance with regulation 40.1 is not contemporaneously signed, the Company shall notify the Members, within 21 days after the date of delivery to it of the documents referred to in regulation 40.4, of the fact that the resolution has been passed.
- 40.4 The signatories of a resolution passed in accordance with regulation 40.1 shall, within 14 days after the date of its passing, procure delivery to the Company of the documents constituting the written resolution; without prejudice to the use of the other means of delivery generally permitted by the Act, such delivery may be effected by electronic mail or the use of a facsimile machine.
- 40.5 This regulation does not apply to a resolution to remove a Director or a resolution to effect the removal of a statutory auditor from office, or so as not to continue him or her in office.
- 40.6 A resolution referred to in regulation 40.1 may be signed by electronic signature or advanced electronic signature.

#### **41 Minutes of Proceedings of Meetings of the Company**

The Company shall, as soon as may be after their holding or passing, cause minutes of all proceedings of general meetings of it, and the terms of all resolutions of it, to be entered in

books kept for that purpose. All such books kept by the Company in pursuance of this regulation shall be kept at the same place.

#### **42 Executive Officer**

- 42.1 The Executive Officer may be appointed by the Board with the approval of the Members from among one or more persons recommended by the Board for a specified term. Any such Executive Officer appointed may be removed by the Board with the approval in writing of a majority of the Members.
- 42.2 The Executive Officer shall have such authority and responsibility as entrusted to him by the Board upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any such powers.

#### **43 Non Executive Office**

- 43.1 The Board may from time to time appoint any one or more Members of the Board to such honorary executive or non-executive office, as they may from time to time consider appropriate. Any person so appointed may be removed from such office at any time by resolution of the Board.

#### **44 Service of Notices on Members**

- 44.1 Any notice to be given, served, sent or delivered pursuant to this Constitution (save where it is to be given, served, sent or delivered by electronic means) shall be in writing.
- 44.2 A notice or document to be given, served, sent or delivered in pursuance of this Constitution may be given to, served on, sent or delivered to any Member by the Company:
- (a) by hand delivering it to the Member or his authorised agent or where the Member is a body corporate, to any officer of that body corporate;
  - (b) by leaving it at the registered address of the Member;
  - (c) by sending it by post in a pre-paid letter addressed to the Member at the registered address of the Member;
  - (d) by sending it by courier in a pre-paid letter addressed to the Member at the registered address of the Member;
  - (e) by sending it by means of electronic mail or facsimile or other means of electronic communication approved by the Directors to the address of the Member notified to the Company by the Member for such purpose (or if not so notified, then to the address of the Member last known to the Company).
- 44.3 Any notice served, given, sent or delivered in accordance with the foregoing regulations shall be deemed, in the absence of any agreement to the contrary between the Company (or, as the case may be, the officer of it) and the Member, to have been served, given sent or delivered:

- (a) in the case of hand delivery, at the time of delivery (or, if delivery is refused, when tendered);
- (b) in the case of it being left, at the time that it is left;
- (c) in the case of its being posted or couriered on any day other than a Friday, Saturday or Sunday, 24 hours after despatch and in the case of its being posted or couriered:
  - (i) on a Friday – 72 hours after despatch; or
  - (ii) on a Saturday or Sunday – 48 hours after despatch;
- (d) in the case of electronic means being used in relation to it, 12 hours after despatch.

44.4 Every Member shall be bound by a notice served, given, sent or delivered as aforesaid notwithstanding that the Company may have notice of the death, insanity, bankruptcy, liquidation or disability of such Member.

44.5 Notwithstanding anything contained in these regulations the Company shall not be obliged to take account of or make any investigations as to the existence of any suspension or curtailment of postal services within or in relation to all or any part of any jurisdiction or other area other than Ireland.

44.6 The signature (whether electronic signature, an advanced electronic signature or otherwise) to any notice to be given by the Company may be written (in electronic form or otherwise) or printed.

44.7 In this regulation “registered address” in relation to a Member, means the address of the Member as entered in the register of Members.

44.8 Section 218 of the Act does not apply.

## 45 **Accounts**

45.1 The Directors shall cause proper books of account to be kept relating to: -

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the Company; and
- (c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company’s affairs and to explain its transactions.

45.2 Subject to section 283 of the Act the books of account shall be kept at the Office or at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.



- 45.3 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in a General Meeting.
- 45.4 The Directors shall from time to time in accordance with the Act cause to be prepared and to be laid before the Annual General Meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by the Act to be prepared and laid before the Annual General Meeting of the Company.
- 45.5 A copy of every Balance Sheet (including every document required by law to be annexed thereto) which is to be laid before the Annual General Meeting of the Company together with a copy of the Directors' Report and Auditors' Report shall, not less than 21 days before the date of the Annual General Meeting, be sent to every person entitled under the provisions of the Act to receive them.

#### **46 Audit**

- 46.1 The Auditor shall be appointed in accordance with the Act. Subject to the provisions of the Act, all acts done by any person acting as Auditor shall, as regards all persons dealing in good faith with the Company be valid notwithstanding if there was some defect in his/her appointment or that he/she was at the time of his/her appointment not qualified for appointment.

### **LIABILITY OF OFFICERS**

#### **47 Fiduciary Duties of Directors**

For the purposes of section 228(1) of the Act but subject to clause 9 of the memorandum of association, the reasonable use by a Director for his or her own benefit, or anyone else's benefit, of any of the Company's property where such use is directly or indirectly connected with the business objectives of the Company shall be permitted.

#### **48 Indemnity for Officers**

Subject to the provisions of the Act, the Company may indemnify any officer of the Company against any liability incurred by him or her in defending proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted, or in connection with any proceedings or application under statute for which relief is granted to him or her by the court.

### **WINDING UP**

#### **49 Winding Up**

Clause 8 of the Memorandum of Association of the Company relating to the winding up or dissolution of the Company shall have effect as if the provisions thereof were repeated in these Regulations.

We, the several persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this constitution.

**NAME, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS**

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Kevin Lalor  
41 Old Chapel Grove  
Caragh  
Naas  
Co Kildare

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David Durney  
Unit 1, Clayton Court  
Staplestown Road  
Carlow Town  
Co Carlow

---

Noel Howard  
21 Cois Coillte  
Kilworth  
Co. Cork

---

Leon Ledwidge  
13 The Woods Rathdrum  
Laragh Road  
Rathdrum  
Co. Wicklow

---

Carlos Kelly  
414 Hillside  
Greystones  
Co. Wicklow

---

Jim Walsh  
Bendemeer Park  
Magazine Road  
Cork

---

Caroline Cronly  
14 Newtown Abbey  
Tim  
Co. Meath

---

Paula Byrne  
36 Shenick Road  
Skerries  
Co. Dublin

---

Denise Lyons  
Leagh  
Rathoe  
Co. Carlow

---

**Dated the            day of                                  2016**

**Witness to the above signatures: -**

**NAME**

**ADDRESS**

**SIGNATURE**