

**COMPANIES ACTS, 1963 TO 2001**

***COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL***

***MEMORANDUM & ARTICLES OF ASSOCIATION***

***OF***

***THE ASSOCIATION OF COMMUNITY AND COMPREHENSIVE SCHOOLS***

***Malone & Potter,  
Solicitors,  
7 Cope Street,  
Dublin 2.***

(copy)

No. 374433

**CERTIFICATE OF INCORPORATION**

I HEREBY CERTIFY that the Association of Community and Comprehensive Schools is this day Incorporated under the Companies Acts, 1963 to 2001 and that the Company is Limited.

GIVEN under my hand at Dublin, this 8<sup>th</sup> day of August, Two thousand and three

**For Registrar of Companies**

***COMPANIES ACTS, 1963 TO 2001***

***COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL***

***MEMORANDUM OF ASSOCIATION***

***OF***

***THE ASSOCIATION OF COMMUNITY AND  
COMPREHENSIVE SCHOOLS***

Name

1. The name of the Company is The Association of Community and Comprehensive Schools

## Objects

The main objects for which the Company is established are--

- (i) To contribute by every means at its disposal to the advancement of Education
- (ii) To advance and develop the concept of broad comprehensive curricula as enshrined in the deeds of the schools.
2. (iii ) To advance and develop the wider "community" concept of the schools
- (iv ) To incorporate as a Company limited by Guarantee and not having a Share Capital the Body known as The Association of Community and Comprehensive Schools

## Powers

The following are the powers of the company;

- (1) To make, draw, accept, endorse, issue, discount and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.  
To acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or interest, whether immediately or reversionary, and whether vested or contingent; any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances and to hold and farm and work or manage or to sell, let, alienate, mortgage, lease or charge land, house property, shops, flats, maisonettes, reversions, interest annuities, life policies and any other property real or personal, movable or immovable, either absolutely or conditionally and whether subject to or not to any mortgage, charge, ground rent or other rents or encumbrances and to pay for any lands, tenements, hereditaments or assets acquired by the company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner.
- (2) To guarantee, support, or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the company, or all such methods, the performance of the obligations of and the repayment or payment of the principle amounts and interest of any person, firm or company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the company's holding company or a subsidiary or associated company.
- (3)

- (4) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above main object.
- To purchase or otherwise acquire and carry on the whole or any part of the business, property, goodwill and assets of any company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the Company, or possessed of property suitable for the purposes of the Company,
- (5) and as part of the consideration for any of the acts or things aforesaid or property acquired to undertake all or any of the liabilities of such company or to acquire an interest therein, amalgamate with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition or for mutual assistance with any such company and to give, issue or accept cash or any shares, debentures or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received.
- To accumulate capital for any of the purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally.
- (6) Prior permission to be obtained from the Revenue Commissioners where it is intended to accumulate for a period in excess of two (2) years.
- To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's main object
- (7) and to obtain from any such government, authority or company, any charters, contracts, decrees, rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions.
- To raise or borrow money, and to secure the payment of money by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charged upon, or by mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, and generally in such other manner and on such
- (8) terms as may seem expedient, and to issue any of the company's securities, for such consideration and on such terms as may be thought fit including the power to pay interest on any money so raised or borrowed- and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Company of any obligation or liability it may undertake and to redeem or pay off any such securities.
- To create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the Company, or for depreciation of works or stock, or any other purpose of the Company.
- (9)
- To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or the wives, husbands, children or other dependants of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme
- (10) and provided that such occupational pension scheme has been operated by the company ) and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the occupational pension scheme while employed by the company, and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.
- (11) To promote freedom of contract and to resist, insure against, counteract and discourage ) interference therewith, to join any lawful federation, union, association or party and to contribute to the funds thereof, or do any other lawful act or thing with a view to

preventing or resisting directly or indirectly any interruption of or interference with the Company or any other trade or business or providing or safeguarding against the same, or resisting or opposing any strike motivation which may be thought detrimental to the interest of the Company or its employees and to subscribe to any association or fund for any such purposes.

(12 ) To pay all or any expenses of, incidental to or incurred in connection with the formation and incorporation of the Company and the raising of its loan capital, or to contract with any person or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any debentures or securities of the Company.

(13 ) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise and either by or through trustees, agents, subcontractors or otherwise and either alone or in partnership or conjunction with any person or company and to contract for the carrying on of any operation connected with the Company's business by any person or company.

(14 ) To do all such other things as may be deemed incidental or conducive to the attainment of the above main objects.

And it is hereby declared that in the construction of this Clause, the word "company" except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Ireland or elsewhere and words denoting the singular number only shall include the plural number and vice versa and the intention is that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be in no wise restricted by reference to or inference from the terms of any other paragraph or the name of the company.

Provided that 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 or restriction which if an object of the Company would make it a Trade Union.

## INCOME AND PROPERTY

The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the main objects of the Company set forth in this Memorandum of Association. No portion thereof 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. Nothing therein shall prevent the payment in good faith of: reasonable and proper remuneration to any member, officer or servant of the company in return for services actually rendered to the Company:

3. a) interest at a rate not exceeding 5% per annum on money lent by any members of the Company:
- b) reasonable and proper rent for premises demised or let by any member to the Company:
- c) reasonable and proper out of pocket expenses incurred by any Director in connection with attendance to any matter affecting the Company:

However, no member of the company's Board of Directors, Council of Management or Executive Committee, by whatever title called, shall be appointed to any salaried

office of the Company or to any office of the Company paid by fees. No remuneration or other benefit in money or money's worth shall be given by the Company to any member of such Board, Council or Committee, other than

- a) the repayment of out-of pocket expenses, or
- b) interest at the rate aforesaid on money lent to the company, or
- c) reasonable and proper rent for premises demised or let to the company, or a payment to a company of which a member of the Board, Council or Committee may be a member holding not more than one per cent of the capital of that
- d) company, such member not to be bound to account for any share of profits he may receive in respect of such a payment.

4. No amendments of any kind shall be made to the provisions of clauses 3 and 7 of the Memorandum of Association and no amendments shall be made to the Memorandum and Articles of Association to such extent that they would alter the effect clauses 3 and 7 of the Memorandum of Association, such that there would be non compliance with the requirements of the Section 24 (1) (A) and (B) of the Companies Act 1963.

5. The liability of members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company, in the event of same being wound up while he is a member or within one year afterwards, for payment of the debts and liabilities of the company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories amount themselves, such amount as may be required not exceeding one euro.

7. If upon the winding up or dissolution of the Company there remains after the satisfaction of all debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to another company whose objects comply with paragraph (A) of Section 24 (1) of the Companies At, 1963 and which company meets the requirements of paragraph (B) of Section 34 (1) of the Companies Act, 1963, such company to be determined by the members of this company at or before the time of dissolution, and if and in so far as effect cannot be given to such provision, then to some charitable object.

NAMES AND DESCRIPTIONS OF SUBSCRIBERS

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

*Michael Naughton, School Principal*

*Jane Glanville, Housewife*

*Mary Mullarkey, School Principal*

*Patrick J. Coffey, School Principal*

*Marie Celine Clegg, Education Director*

*Ciaran Flynn, School Principal*

*Tomas O'Seaghda, School Principal*

*Dated this 11<sup>th</sup> day of March, 2003*

*Witness to the above Signatures:*

**Dudley Potter, Solicitor,  
7 Cope Street, Dublin 2.**