

# **ACCS Company Limited by Guarantee and Memorandum of Association**

**COMPANIES ACT 2014**

**COMPANY LIMITED BY GUARANTEE**

**CONSTITUTION**

**OF**

**THE ASSOCIATION OF COMMUNITY AND  
COMPREHENSIVE SCHOOLS**

**MEMORANDUM OF ASSOCIATION**

# 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

Capitalised terms used in this Memorandum of Association shall have the meanings given to those terms in the Articles of Association.

1. The name of the Company is The Association of Community and Comprehensive Schools.
2. The Company is a company limited by guarantee to which Part 18 of the Companies Act 2014 applies.
3. The main object for which the Company is established is:
  - (i) to contribute by every means at its disposal to the advancement of Education; and
  - (ii) to advance and develop the concept of broad comprehensive curricula as enshrined in the deeds of the schools; and
  - (iii) to advance and develop the wider “community” concept of the schools; and
  - (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

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.

The following are the powers of the company which may only be carried on in furtherance of the main object and for no other purpose:

- (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.
- (2) 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.
- (3) 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.
- (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.

- (5) 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, 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 cooperation, 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.
- (6) 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. Prior permission to be obtained from the Revenue Commissioners where it is intended to accumulate for a period in excess of two (2) years.
- (7) 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 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.
- (8) 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 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.
- (9) 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.
- (10) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.
- (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 object.

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

4. The income and property of the Company shall be applied solely towards the promotion of the main object 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. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:
- a) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate ("Euribor") per annum on money lent by any Director or any members to 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;
  - d) reasonable and proper remuneration to any member, officer or servant of the Company (not being a Director) in return for any services rendered to the Company;
  - e) fees, remuneration or other benefit in 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; or
  - f) sums to any Director or to any person with whom a Director has a personal connection (within the meaning of section 2(1) and 2(2) of the Charities Act 2009 ("Charities Act")) in return for services actually rendered to the Company pursuant to an agreement entered into in compliance with section 89 of the Charities Act.

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
  - d) 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 company, such member not to be bound to account for any share of profits he may receive in respect of such a payment.
5. No amendments of any kind shall be made:
- (a) to the provisions of clauses 4 and 8 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 4 and 8 of the Memorandum of Association, such that there would be non compliance with the requirements of the Section 1180 of the Companies Act 2014; and
  - (b) to or in the provisions of this memorandum of association for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.
6. The liability of members is limited.
7. 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.
8. If upon the winding up or dissolution of the Company there remains, after the 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 company or companies (being a charitable institution or institutions) having principal objects similar to the principal objects of the Company. The company or companies (being a charitable institution or institutions) to which the property is to be given or transferred shall prohibit the distribution of its or their income and property among its or their members to an

extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof. Members of the Company shall select the company or companies (being a charitable institution or institutions) at or before the time of dissolution. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

## **APPROVALS, ALTERATIONS OR AMENDMENTS**

9. The Company must ensure that the Charities Regulator has a copy of its most recent Constitution. If it is proposed to make an amendment to the Constitution 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.
10. For so long as the Company benefits from a charitable tax exempt status from the Revenue Commissioners, annual audited accounts shall be kept and made available to the Revenue Commissioners on request

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

## **NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

<b>NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS</b>	
<b>Michael Naughton, School Principal, Portneo, Co Donegal.</b>	<b>Marie Celine Clegg, Education Director, 30 Vivay Crescent, Bray, Co Wicklow.</b>
<b>Jane Glanville, Housewife, Derryclare, Ballycorus Road, Kilternan, Co Dublin.</b>	<b>Ciarán Flynn, School Principal, 57 Deerpark, Ashbourne, Co Meath.</b>
<b>Mary Mullarkey, School Principal, Williamstown Road, Castlerea, Co Roscommon.</b>	<b>Tomas O'Seaghdha, School Principal, 20 Rathcoole Park, Rathcoole, Co Dublin.</b>
<b>Patrick J. Coffey, School Principal, 102 Stillorgan Wood, Stillorgan, Co Dublin.</b>	

**Dated this 11th day of March, 2003**

**Witness to the above Signatures:**

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

# COMPANIES ACT 2014

## COMPANY LIMITED BY GUARANTEE

### CONSTITUTION

#### OF

## THE ASSOCIATION OF COMMUNITY AND COMPREHENSIVE SCHOOLS

### ARTICLES OF ASSOCIATION

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#### Preliminary

##### 1. Definitions and Interpretation

1 (a) In these Articles:-

**"Accredited Delegates"** means the representatives appointed by Members to attend and vote on behalf of Members at General Meetings of the Company;

**"Act"** means the Companies Act 2014.

**"Articles"** means these Articles of Association;

**"Annual Subscription"** means the annual subscription payable by Members to the Company in the manner set out in Article 27;

**"Charities Regulator"** means the Charities Regulatory Authority, a body established by section 13 of the Charities Act to perform the functions conferred on it by the Charities Act;

**"Convention"** means the Annual General Meeting of the Company;

**"Executive Committee"** means the members of the Executive Committee for the time being of the Company or the Executive Committee members present at a meeting of the Executive Committee and includes any person occupying the position of a member of the Executive Committee by whatever name called. The members of the Executive Committee shall be the Directors of the Company;

**"Extraordinary Conventions"** has the meaning given to that term in Article 8;

**"General Meetings"** means Conventions and Extraordinary Conventions;

**"General Secretary"** means any person appointed to perform the duties set out in Article 52 and such other duties as may be assigned to him or her from time to time;

**"Mandatory Provision"** means a provision of any of Parts 1 to 14 or Part 18 of the Act (together with any statutory modification thereof in force at the date on which these Articles become binding on the Company) that applies to companies limited by guarantee and that is not an Optional Provision;

**“Member”** means the Boards of Management of Community and Comprehensive Schools which are so designated by the Department of Education and Skills.

**“Memorandum”** means the memorandum of association of the Company;

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

**“Seal”** means the Common Seal of the Company;

**“Secretary”** means any person appointed to perform the duties of the secretary of the Company, and shall include any temporary, assistant or acting secretary;

**“Year”** in respect of the term of office of a member of the Executive Committee means the period that runs from the end of one Annual Convention to the end of the following Annual Convention or where that member of the Executive Committee is elected between Annual Conventions, the period that runs from the date of their election to the end of the following Annual Convention.

1. (b) Interpretation

- (i) Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.
- (ii) Words importing the singular number only shall include the plural number and vice versa. Words importing the masculine gender shall include the feminine gender. Words importing persons shall include corporations.
- (iii) Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.
- (iv) Headings and footnotes used in these Articles are for convenience of reference only and shall not be considered to form part of these Articles.
- (v) Subject to the requirements of any Mandatory Provision, to the greatest extent possible the provisions of these Articles shall take precedence over the provisions of the Act.

## Members

2. The number of Members of the Company shall be up to 100 but the Executive Committee may from time to time register an increase of Members with the prior approval of Convention.
3. Such persons as the Executive Committee shall admit to membership shall be Members of the Company.
4. The rights and liabilities attaching to any Members of the Company may be varied from time to time by a Special Resolution of the Company.
5. The members of the Executive Committee shall be the Directors of the Company.

## Conventions

6. All General Meetings of the Company shall be held in the State.
7. (1) Subject to paragraph (2), the Company shall in each year hold Convention in addition to any other meetings in that year and shall specify the meetings as such in the notices calling it; and not more than 15 months shall elapse between the date of one Convention of the Company and that of the next.  
(2) So long as the Company holds its first Convention within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Subject to Article 6, the Convention shall be held at such time and at such place in the State as the Executive Committee shall appoint.
8. All General Meetings other than Conventions shall be called Extraordinary Conventions.
9. The Executive Committee may, whenever they think fit, convene an Extraordinary Convention and Extraordinary Conventions shall also be convened on such requisition or in default may be convened by such requisitionists as are provided for in Section 178 of the Act (as modified by Section 1203 of the Act). If at any time there are not within the State sufficient members of the Executive Committee capable of acting to form a quorum any member of the Executive Committee or any two Members of the Company may convene an Extraordinary Convention in the same manner as nearly as possible as that in which meetings may be convened by the Executive Committee.

## Notice of Conventions

10. Subject to Sections 181 of the Act a Convention and a meeting called for the passing of a special resolution shall be called by 21 days notice in writing at the least and a meeting of the Company (other than a Convention or a meeting for the passing of a special resolution) shall be called by seven days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and the general nature of the business of the meeting, and shall be given in manner hereinafter mentioned to such persons as are under the Articles of the Company entitled to receive notices from the Company.
11. The accidental omission to give notice of a meeting to or the non-receipt of notices of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.
12. The business of the Convention shall include:
  - (a) the consideration of the Company's statutory financial statements and the report of the directors and, unless the Company is entitled to and has availed itself of the audit exemption under section 360 or section 365 of the Act, the report of the statutory auditors on those statements and that report;
  - (b) the review by the Members of the Company's affairs;
  - (c) election and re-election of the members of the Executive Committee;
  - (d) the appointment or re-appointment of statutory auditors; and
  - (e) the fixing of the remuneration of the statutory auditors.
13. No business shall be transacted at any Convention unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided one third of the duly accredited delegates of the membership present in person shall be a quorum.
14. If within an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of a Member shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Executive Committee may determine and if at the adjourned meeting a quorum is not present within an hour from the time appointed for the meeting, the Members present shall be a quorum.
15. The President, if any, of the Executive Committee shall preside as Chairperson at every Convention of the Company, or in his absence the Vice President or if there is no such chairman, or if he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the members of the Executive Committee present shall elect one of their number to be Chairperson of the meeting.
16. If at any meeting no member of the Executive Committee is willing to act as Chairperson or if no member of the Executive Committee is present within 15 minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be Chairperson of the meeting.
17. 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 but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
18. At any Convention a resolution put to the vote of the meeting shall be decided on a show of voting cards unless a poll is (before or on the declaration of the result of the show of voting cards) demanded by the Chairperson. Unless a poll is so demanded, a declaration by the Chairperson that a resolution has, on a show of voting cards, been carried or carried unanimously or by a particular majority or is lost and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
19. Except as provided in Article 20 if a poll is duly 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.
20. Where there is an equality of votes whether on a show of voting cards or on a poll, the Chairperson of the meeting at which the show of voting cards takes place or at which the poll is demanded, shall be entitled to a second or casting vote.



21. A poll demanded on the election of a Chairperson, or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairperson of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
22. Subject to Sections 191 to 198 of the Act, a resolution in writing signed by all the Members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at General Meetings of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act. A resolution in writing made pursuant to this Article may consist of one document or two or more documents in like form each signed by one or more Members
23. Every Member shall have three Accredited Delegates and only Accredited Delegates and Members of the Executive Committee in attendance at Convention or a General Meeting may vote.
24. No delegate of a Member shall be entitled to vote at any General Meeting unless the Annual Subscriptions due by that Member or that Member's school to the Company in respect of the previous calendar year has been paid in full.
25. 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.
26. Votes shall be made in person by the Accredited Delegates and Members of the Executive Committee present at Convention or the General meeting.

## **Annual Subscriptions**

27. The Convention shall be entitled from time to time to determine any Annual Subscription to be payable by any Member of the Company in accordance with the ACCS Affiliation Fee Structure for schools based on pupil enrolment in place from time to time. A Board of Management in a Community and Comprehensive School becoming a Member of the Company after the 1st day of January in any year may be required by the Executive Committee to pay the entire Annual Subscription in respect of that year. In the event that any Member shall cease to be a Member prior to the 1st day of January in any year that Member shall not be entitled to any rebate of their Annual Subscription paid for that year.

## **President**

28. The President shall be elected by the Members at the Convention and he/she shall be the Chairperson of the Executive Committee and shall chair the General Meetings of the Company.

## **Executive Committee**

29. (a) The Executive Committee shall be elected or appointed in accordance with this Article 29 and the term of office of the members of the Executive Committee shall be as provided for in this Article 29, subject always to the retirement by rotation and removal provisions set out in Article 35 and Articles 37 to 43 inclusive.
- (b) Article 35 and Articles 37 to 43 inclusive, the maximum term of office of any elected member of the Executive Committee shall be five consecutive Years after which she/he must resign from office but she/he shall be eligible for election again to the Executive Committee after a minimum period of one year following such resignation. The maximum number of consecutive Years that the holder of the office of Vice-President or Honorary Secretary or Honorary Treasurer, or any combination of the three offices, can remain in any of these offices or a combination of them shall be three years.
- (c) The Executive Committee shall be comprised of a maximum of 19 members, including the President who is elected in the manner set out in Article 28. There shall always be a minimum of 3 members for so long as the Company benefits from charitable tax exemption status from the Revenue Commissioners.
- (d) The Accredited Delegates from the following constituencies attending the Convention shall elect from among the members of Boards of Management of schools in their constituency the following number of members of the Executive Committee:

Constituency	No of Members of the Executive Committee
City and County of Dublin	3
Rest of Leinster	3
Province of Ulster	2
Province of Munster	3
Province of Connacht	2

In the case where there are two or more seats, at least one must be a non-principal.

- (e) The Accredited Delegates from the Boards of Comprehensive Schools attending the Convention shall elect from among the Board members and Principals of Comprehensive Schools, two members of the Executive Committee.
- (f) The members of the Executive Committee, as constituted under this Article 29, may, subject to Article 29(b) (unless otherwise decided by the Executive), co-opt from among membership of affiliated Boards of Management of Community and Comprehensive Schools a maximum of two additional members.
- (g) The immediate past-President of the Executive Committee shall be an ex-officio member of the Executive Committee from the end of the Convention when they stand down from office to the end of the following Convention in order to assist with continuity.
- (h) Subject to Article 29(b), the Executive Committee at its first meeting after Convention shall elect from among its number:
  - (i) a Vice President;
  - (ii) an Honorary Treasurer; and
  - (iii) an Honorary Secretary.

### Resignation, Cessation and Expulsion of Membership

- 30. (a) A Member may by notice in writing to the Secretary of the Company resign their membership of the Company.
- (b) If any Member shall refuse or wilfully neglect to comply with any of these Articles of Association or shall have been guilty of such conduct as, in the opinion of the Executive Committee, either shall have rendered them unfit to remain a Member of the Company or shall be injurious to the Company or if the Executive Committee shall for any other good reason require that a Member shall be expelled such member may by a Resolution of the Executive Committee be expelled from membership provided that they shall have been given notice of the intended resolution for their expulsion and shall have been afforded an opportunity of giving orally or in writing to the Executive Committee any explanation or defence as they may think fit.
- (c) 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 Article 62 to 65 of these Articles whether or not it is actually received by the member intended to be served with such notice.

### Borrowing Powers

- 31. The Executive Committee may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debt

### Powers and Duties of the Executive Committee

- 32. The business of the Company shall be managed by the Executive Committee who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by the Act or Articles required to be exercised by the Company in General Meeting subject nevertheless to the provision of the Act and these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in General Meeting, but no direction given by the Company at a Convention shall invalidate any prior act of the Executive Committee which would have been valid if that direction had not been given.
- 33. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, by such person or persons and in such manner as the Executive Committee shall from time to time by resolution determine.

34. The Executive Committee shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the Executive Committee,
  - (b) of the names of the Executive Committee present at each meeting of the Executive Committee and of any sub committee of the Executive Committee;
  - (c) of all resolutions and proceedings at all meetings of the Company, and the Executive Committee and of committees of the Executive Committee.

### **Disqualification of Members of the Executive Committee**

35. The office of member of the Executive Committee shall be vacated if the member of the Executive Committee:-
- (a) holds any office or place of profit under the Company save as permitted by Section 89 of the Charities Act;
  - (b) The Director is disqualified from being a charity trustee of any charitable organisation pursuant to Section 55 of the Charities Act;
  - (c) The Director is adjudged bankrupt or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction or makes any arrangement or composition with their creditors generally;
  - (d) The Director becomes or is deemed to be subject to a disqualification order within the meaning of Chapter 4 of Part 14 of the Act;
  - (e) The health of the Director is such that they can no longer be reasonably regarded as possessing an adequate decision making capacity;
  - (f) The Director resigns his or her office by notice in writing to the Company;
  - (g) A declaration of restriction is made in relation to the Director and the Directors, at any time during the currency of the declaration, resolve that his or her office be vacated.
  - (h) The Director is convicted of an indictable offence unless the Board otherwise determines;
  - (i) The Director is directly or indirectly interested in any contract with the Company and fails to declare the nature of their interest in manner required by section 231 of the Act;
  - (j) The Director no longer holds the position which entitles them to be a Director.

### **Voting on Contracts**

36. A member of the Executive Committee may not vote in respect of any contract in which she/he is interested or any matter arising thereout.

### **Rotation of Members of the Executive Committee**

37. At the first Convention of the Company, all the members of the Executive Committee shall retire from office and at the Convention in every subsequent year all members of the Executive Committee shall retire from office save for that member of the Executive Committee who held the office of President. In his or her case they shall hold office as an ex-officio member of the Executive Committee in accordance with Article 29(g).
38. Subject to Article 29(a), a retiring member of the Executive Committee shall be eligible for re-election.
39. The Company, at the General Meeting at which a member of the Executive Committee retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring member of the Executive Committee shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such member of the Executive Committee has been put to the meeting and lost.
40. The Company may from time to time by ordinary resolution increase or reduce the number of members of the Executive Committee, and may also determine in what rotation the increased or reduced number is to go out of office.
41. The members of the Executive Committee shall have power at any time, and from time to time, to appoint any person to be a member of the Executive Committee to fill a casual vacancy by inviting nominations from the constituent group that elected that Member of the Executive Committee that has vacated office. Where more than one nominee is put forward, the members of the Executive Committee shall appoint the replacement member of the Executive Committee from among those nominees. Any member of the Executive Committee so appointed shall hold office only until the next Convention, and shall then be eligible for re-election.
42. The Company may by ordinary resolution remove any member of the Executive Committee before the expiration of his or her period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between them and the Company.
43. The Company may by ordinary resolution appoint another person in place of a member of the Executive Committee removed from office under Article 42.

## Proceedings of Members of the Executive Committee

44. (a) The members of the Executive Committee may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes, the President shall have a second or casting vote. A member of the Executive Committee may, and the Secretary on the requisition of a member of the Executive Committee shall, at any time summon a meeting of the Executive Committee.
- (b) If the Executive Committee so resolve, it shall not be necessary to give notice of a meeting of the Executive Committee to any member of the Executive Committee who, being resident in the State, is for the time being absent from the State.
45. The quorum necessary for the transaction of the business of the Executive Committee may be fixed by the Convention, and unless so fixed shall be nine.
46. The President shall chair the meetings of the Executive Committee but if at any meeting the President is not present within five minutes after the time appointed for holding the same, the Vice President shall chair the meeting of the Executive Committee but if at any time the Vice President is not present and if he or she is not available, the members of the Executive Committee present may choose one of their number to be Chairperson of the meeting.
47. The Executive Committee may delegate any of their powers to Sub-Committees consisting of such members or non-members of the Executive Committee as they think fit; any Sub-Committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Executive Committee. Any Sub-Committee formed shall be chaired by a member of the Executive Committee.
48. A sub committee may elect a Chairperson of its meetings; if no such Chairperson is elected, or if at any meeting the Chairperson is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairperson of the meeting.
49. A sub committee may meet and adjourn as it thinks proper. Questions arising at any meetings shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairperson shall have a second or casting vote.
50. All acts done by a meeting of the Executive Committee or a sub committee of the Executive Committee or by any person acting as a member of the Executive Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Executive Committee 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 member of the Executive Committee.
51. (a) A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors. Any such resolution in writing may consist of several documents in like form, each signed by one or more of the Directors and for all purposes shall take effect upon receipt at the registered office of the Company of all such several documents, by facsimile transmission or otherwise.
- (b) Subject to the provisions of the Act and of these articles the Executive Committee may from time to time make bye laws or rules for the regulation of such matters as are required by these articles and which would properly be the subject of rules or bye laws and without prejudice to the generality of this power to provide for further procedures, forms, times and modes of performance of any act or transaction as may be deemed necessary or expedient provided that no bye law or rule shall be made under this power which would amount to such addition to or alteration of these articles as could only be legally made by special resolution passed in accordance with the Act.

## General Secretary

52. The General Secretary shall be appointed by the Executive Committee for such term and upon such conditions as they may think fit; and any General Secretary so appointed may be removed by them. The General Secretary shall be the Chief Executive Officer of the Company and shall be entitled to attend all meetings of the Executive Committee but not to vote at those meetings. The General Secretary may be appointed by the Executive Committee as the Secretary of the Company.
53. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a member of the Executive Committee and the General Secretary, shall not be satisfied by its being done by or to the same person acting both as a member of the Executive Committee and as, or in place of, the General Secretary.
54. The Directors have a duty to ensure that the person appointed as secretary of the Company for the purposes of the Act has the skills or resources necessary to discharge his or her statutory and other duties.

## The Seal

55. The seal shall be used only by the authority of the Executive Committee or of a committee of the Executive Committee authorised by the Executive Committee in that behalf, and every instrument to which the seal shall be affixed shall be signed by a member of the Executive Committee and shall be countersigned by the Secretary or by a second member of the Executive Committee or by some other person appointed by the Executive Committee for that purpose.

## Accounts

56. The Executive Committee shall cause adequate accounting records 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) the assets and liabilities of the Company; and
  - (c) all sales and purchases of goods by the Company.
57. Adequate accounting records shall be deemed to have been maintained if they explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.
58. The accounting records shall be kept at the registered office of the Company or, subject to Section 283 of the Act, at such other place as the Executive Committee thinks fit, and shall at all reasonable times be open to the inspection of the members of the Executive Committee.
59. The Executive Committee shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company shall be open to the inspection of Members not being members of the Executive Committee, and no Member (not being a member of the Executive Committee) shall have any right of inspecting any accounting records or document of the Company except as conferred by statute or authorised by the Executive Committee or by the Company in General Meeting.
60. The Executive Committee shall from time to time in accordance with Chapter 4 of Part 6 of 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 that Chapter to be prepared and laid before the annual general meeting of the Company.
61. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Convention of the Company together with a copy of the report of the Executive Committee and statutory auditors' report shall, not less than 21 days before the date of the Convention, be sent to every person entitled under the provisions of the Act to receive them.

## Audit

62. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act dealing with such matters.

## Notices

63. A notice may be given by the Company to any Member either in writing or by electronic means subject to the provisions of Articles 62 to 66 (inclusive).
64. A notice in writing may be served on or given to the Member in one of the following ways:
- (a) By delivering it to the Member;
  - (b) By leaving it at the registered address of the Member;
  - (c) By sending it by post in a prepaid letter or by courier to the registered address of the Member; or
  - (d) By electronic means.
65. Any notice served or given in accordance with Article 64 shall be deemed, in the absence of any agreement to the contrary between the Company and the Member, to have been served or given:
- (a) In the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);
  - (b) In the case of its being left, at the time that it is left;
  - (c) In the case of it being posted (to an address in the State) on any day other than a Friday, Saturday or Sunday, 24 hours after dispatch and in the case of its being posted (to such an address) –

- (i) On a Friday – 72 hours after dispatch; or
  - (ii) On a Saturday or Sunday – 48 hours after dispatch;
  - (d) In the case of it being posted (to an address outside the State) on any day other than a Friday, Saturday or Sunday, 24 hours after dispatch and in the case of its being posted (to such an address) –
    - (i) On a Friday – 168 hours after dispatch; or
    - (ii) On a Saturday or Sunday – 120 hours after dispatch; or,
  - (e) In the case of electronic mail, at the time it was sent; but subject to Section 181(3) of the Act regarding notice of General Meetings.
66. Notice of every Convention shall be given in any manner herein before authorised to -
- (a) every Member
  - (b) the statutory auditor for the time being of the Company.

No other person shall be entitled to receive notices of Conventions.

## Indemnity

67. Subject to the provisions of the Act every member of the Executive Committee or of a committee appointed by it or any agent of the Executive Committee or such a committee, auditors, Secretary and every other officer for the time being of the Company shall be indemnified out of the assets of the Company against:
- (a) any liability incurred by him or her in defending any proceedings, whether civil or criminal, in relation to his or her acts while acting in such capacity which judgment is given in his or her favour or in which he or she is acquitted, or in connection with any application under Section 233 or 234 of the Act in which relief is granted to him or her by the Court; and
  - (b) all losses that he or she may sustain or incur in or about the execution of the duties of his or her office or otherwise in relation thereto and no officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his or her office or in relation thereto.

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

<b>NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS</b>	
<p><b>Michael Naughton, School Principal, Portneo, Co Donegal.</b></p> <p><b>Jane Glanville, Housewife, Derryclare, Ballycorus Road, Kiltiernan, Co Dublin.</b></p> <p><b>Mary Mullarkey, School Principal, Williamstown Road, Castlerea, Co Roscommon.</b></p> <p><b>Patrick J. Coffey, School Principal, 102 Stillorgan Wood, Stillorgan, Co Dublin.</b></p>	<p><b>Marie Celine Clegg, Education Director, 30 Vivay Crescent, Bray, Co Wicklow.</b></p> <p><b>Ciarán Flynn, School Principal, 57 Deerpark, Ashbourne, Co Meath.</b></p> <p><b>Tomas O'Seaghda, School Principal, 20 Rathcoole Park, Rathcoole, Co Dublin</b></p>

**Dated this 11th day of March, 2003**

**Witness to the above Signatures:  
Dudley Potter, Solicitor, 7 Cope Street, Dublin 2.**