COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

CONSTITUTION

of

GALWAY CITY PARTNERSHIP COMPANY LIMITED BY GUARANTEE

Incorporated on 31 December 1996

Alastair Purdy LLP

Corrib Castle, 1 Waterside,

Woodquay, Co. Galway, H91 DK58

MEMORANDUM OF ASSOCIATION

1 The name of the Company is Galway City Partnership Company Limited by Guarantee (the "**Company**").

2 The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.

3 The main objects for which the Company is established is to alleviate social, educational, and economic disadvantage, in Galway City and County Galway, for the benefit of individuals, communities, and social enterprises, including but not limited to people living in disadvantaged communities, those impacted by educational disadvantage, individuals from jobless or low-income households, unemployed persons, individuals with disabilities or mental health difficulties, migrants, refugees, international protection applicants, Travellers, Roma, older people, and other marginalised groups, through the provision of support services including enterprise mentoring and training, social enterprise development, employment guidance, workshops, educational programs, advocacy, community events, and integration services.

4 **POWERS**

4.1 In furtherance of its main objects the Company shall, in addition to the powers conferred on it by law, have the following powers which are subsidiary and ancillary to the main objects and which powers may only be exercised in the promotion of the main objects*:*

4.1.1 to apply and/or otherwise deploy the assets and other resources for the time being of the Company in and/or towards the main objects of the Company in such manner as the Directors may for the time being and from time to time determine;

4.1.2 to apply to any person(s), whether public (whether governmental, municipal or otherwise whatsoever) or private and whether 'for profit', charitable or otherwise for funding or support of any kind and to take over and/or enter into any arrangements with any person(s), that may seem to the Directors conducive to the Company's main objects or any of them and to obtain from any such person(s) and utilise any rights, privileges and concessions which may be considered desirable to obtain and to comply with the terms thereof;

4.1.3 to receive, administer and apply funds, property and other assets given or otherwise received or made available by way of grant, gift or otherwise to the Company (and whether or not such funds, property or other assets are made from public funds, private donations or otherwise) in accordance with the terms thereof;

4.1.4 to take over from any person(s) (including, for the avoidance of doubt, trustee(s)) and to hold either alone or jointly any charitable or benevolent funds and/or bursaries, investments and/or other property or assets of any kind established or collected for the Company or for any other charitable purpose, together with any other property, funds or assets of which the Company may be appointed as trustee and/or which may otherwise be given, established or made available to the Company for charitable purposes;

4.1.5 to take over and/or to enter into any commitments or arrangements with any person(s), whether public (including governmental, municipal or otherwise howsoever) or private that may seem to the Directors conducive to the Company's main objects or any of them and to obtain from any person(s), and utilise any rights, privileges and concessions which may be considered desirable, and to comply with the terms thereof;

4.1.6 to effect registration with the Charities Regulatory Authority of Ireland;

4.1.7 to raise funds and/or receive contributions from any person(s) whatsoever by way of subscription, donation or otherwise and to do and/or undertake any matter or activity (including the holding of lotteries in accordance with the law) in connection therewith and/or more generally in connection with the activities of the Company;

4.1.8 to make rules, regulations and bye-laws from time to time for the internal management, good governance, administration and regulation of the Company and its assets and undertakings and to vary and/or repeal the terms thereof as the Board and/or the Members may from time to time consider appropriate;

4.1.9 to appoint or engage consultants, agents and other persons to the Company and to employ such executive, administrative, clerical and other staff (by means of employment, engagement, secondment or otherwise) as the Board may from time to time determine;

4.1.10 to grant pensions, gratuities (to include death benefits), allowances and/or charitable aid to any officers or employees or ex-officers or ex-employees of the Company, or its predecessors in business or the relations, families or dependants of any such persons, and to establish or support any non-contributory or contributory pension or superannuation funds, any associations, institutions, clubs, buildings and housing schemes, funds and trusts which may be considered by the Board calculated to benefit any such persons or otherwise advance the interests of the Company or of its Members 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;

4.1.11 to insure all of the property and assets of the Company against all manner of risks and to insure against all costs, losses and liabilities of any kind and to pay premiums on any such insurances;

4.1.12 subject to the requirements in this regard set out in the Charities Act 2009 and the Companies Act 2014, to insure each of the Directors and officers of the Company against all manner of risks in respect of his or her role as a Director and/or officer of the Company and to insure against all costs, losses and liabilities of any kind and to pay premiums on any such insurances in respect thereof;

4.1.13 to acquire and undertake the whole or any part of the business, property, goodwill and assets and/or the liabilities and obligations of any person(s) carrying on or proposing to carry on any of the activities which the Company is authorised to carry on, or which can be conveniently carried on in connection therewith, or otherwise may seem to the Directors calculated directly or indirectly to benefit the Company and/or the attainment of its main objects;

4.1.14 to acquire and carry on any activity carried on by a subsidiary of the Company;

4.1.15 to take over from existing owners, joint owners or trustees all benefits, rights, privileges, obligations and authorisations given under any document, governing instrument or constitution;

4.1.16 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, patents, copyrights, licences, rights, privileges or any estate or interest whatsoever and any rights, privileges and easements over or in respect of any undertaking property or assets, and to hold, improve, manage, service, develop, exchange, lease, license, mortgage, enfranchise, dispose of, sell, turn to account, develop or otherwise deal with all or any part of the undertaking, property and assets of the Company as may be deemed expedient by the Directors;

4.1.17 to borrow and raise money and secure or discharge any debt or obligation in such manner as may be thought fit and without limitation to the foregoing to secure the repayment of any money borrowed, raised or owing by mortgage charge or lien upon the whole or any part of the Company's undertaking, property and assets whether present and/or future and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake provided that no mortgagee or other person or Company advancing money to the Company shall be concerned to enquire into the necessity or proprietary of raising money or as to the amount required or the application thereof;

4.1.18 to guarantee, grant indemnities in respect of, support or secure, whether by covenant or by mortgaging or charging all or any part of the undertaking, property and assets whether present

and/or future of the Company, or by both such methods, the performance of the contracts or obligations of and the repayment or payment of the principal amounts of and premiums, interest and other amounts due by the Company and/or any other person, firm or body corporate notwithstanding the fact that the Company may not receive any consideration, advantage or benefit, direct or indirect from entering into such guarantee or other arrangement or transaction contemplated herein;

4.1.19 to invest any monies and/or other assets of the Company not immediately required for its purposes in any manner as may be thought fit by the Directors of the Company whether trustee investments or otherwise, and to vary the investment thereof in such manner as may from time to time be determined by the Directors of the Company;

4.1.20 to provide services of any kind including the carrying on of advisory, consultancy and agency activities of any kind;

4.1.21 to establish and/or support and/or aid in the establishment and support of any charitable associations, institutions or trusts and to subscribe to any charitable purposes in any way connected with the main objects of the Company or which may be calculated to further its interests or any of them;

4.1.22 to make gifts or gratuitous disposals of all or any part of the undertaking, property, assets (including, without limitation, cash and non-cash assets) and/or rights of the Company, and to make voluntary dispositions of any such property or rights either for no consideration or for a consideration less than the market value thereof, in any such case on such terms as the Directors may consider appropriate in their discretion;

4.1.23 to contribute by donation, subscriptions, guarantee or otherwise to any other charitable object whatsoever;

4.1.24 to enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture or otherwise with any person or company or engage in any activity or transaction capable of being conducted so as directly or indirectly to benefit the Company or advance its objects;

4.1.25 to adopt such means of making known the Company and its activities and services as may seem expedient;

4.1.26 to amalgamate or merge with any other person;

4.1.27 to promote freedom of contract and to counteract and discourage interference therewith, to join any trade or business federation, union or association, with a view to promoting and/or safeguarding the Company's activities and undertakings;

4.1.28 to pay all or any of the expenses of or incidental to the formation and incorporation of the Company;

4.1.29 to carry on any other activity which may seem to the Directors of the Company to be capable conveniently of being carried on in connection with the Company's main objects;

4.1.30 to do all such things as are necessary for the attainment of the Company's main objects and to do all other acts or things as may be considered requisite, advantageous or incidental to the attainment of the Company's main objects;

4.1.31 to apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the main objects;

4.1.32 to do all or any of the above things either as principal, agent, contractor, trustee or otherwise and by or through trustees, agents, subsidiaries or otherwise and by or through trustees, agents, subsidiaries or otherwise if the same may be seen directly or indirectly to benefit the purpose for which the Company is established;

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

NOTE B: It is hereby declared that the words "company" and "body corporate" in clause 3 and in this clause 4 (except where it refers to this Company) will be deemed to include any partnership or other association or body of persons, whether or not incorporated, and anybody corporate, in each case wherever formed, incorporated, requested or situated; that the word "person" in clause 3 and in this clause 4 shall include a natural or legal person and anybody corporate; the words "Director(s)" shall mean the directors for the time being of the Company; and the words "Member(s)" shall mean the members for the time being of the Company.

4.2 **PROVIDED ALWAYS** that the provisions of clause 3 and this clause 4 shall be subject to the Company obtaining, where necessary, for the purpose of carrying on any of its objects into effect, such licences, permits or authority as may be required by law and **PROVIDED FURTHER** that the Company shall not support with its funds any object nor endeavour to impose on or procure to be observed by its Members or others any regulation or restriction which if an object of the Company would make it a trade union.

5 INCOME AND PROPERTY

5.1 The income and property of the Company however derived shall be applied solely towards the promotion of the main objects of the Company as set forth in this Memorandum of Association, and subject as hereinafter provided, no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Members of the Company and no Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company provided that nothing shall prevent any payment in good faith by the Company:

5.2 of reasonable and proper remuneration to any servant of the Company (not being a Director) in return for any services actually rendered to the Company;

5.3 of interest at a rate not exceeding 1% above the Euro Inter Bank Offered Rate per annum on money lent by Directors to the Company;

5.4 of reasonable and proper rent for premises demised and let by any Director of the Company to the Company;

5.5 of reasonable and proper out of pocket expenses incurred by any Director in connection with the performance of his or her duties as a Director of the Company;

5.6 of fees, remuneration or other benefit in money or money's worth to any company of which a Director may be a Member not holding more than a one-hundredth part of the issued capital of such company; or

5.7 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).

6 WINDING UP

6.1 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 the Income and Property Clause 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

7 GENERAL

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

7.2 The liability of the Members is limited.

7.3 Every Member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up while he or she is a Member, or is wound up within one year after the date on which he or she ceases to be a Member of the Company, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a Member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one Euro (€1).

ARTICLES OF ASSOCIATION

The following regulations shall apply to the Company.

1 **INTERPRETATION**

1.1 The provisions of the 2014 Act which are stated therein to apply to a company limited by guarantee (or a CLG as that term is defined in the 2014 Act), save to the extent that its constitution is permitted to provide or state otherwise, will apply to the Company subject to the alterations contained in these Articles, and will, so far as not inconsistent with these Articles, bind the Company and its Members.

1.2 Without prejudice to Section 1177(4) of the 2014 Act and save as otherwise expressly provided in these Articles, where a provision of these Articles covers substantially the same subject matter as any optional provision of the 2014 Act, any such optional provision of the 2014 Act shall be deemed not to apply to the Company and for the avoidance of doubt, these Articles shall be deemed to have effect and prevail over the terms of such optional provisions of the 2014 Act (and the expression "optional provision" shall take its meaning from Section 1177(2) of the 2014 Act).

1.3 Sections 144(3) (c), 155, and 1196, of the 2014 Act shall not apply to the Company.

1.4 Unless the contrary is clearly stated, references to the Acts or to any other enactment (including any subordinate legislation) or any section or provision thereof shall mean the Acts or such enactment, subordinate legislation, section or provision (as the case may be), as the same may be consolidated, amended, extended, modified, supplemented or re-enacted (whether before or after the date hereof) from time to time and may be for the time being in force.

1.5 Unless specifically defined in these Articles or the context otherwise requires, words or expressions contained in these Articles and not specifically defined herein shall bear the same meanings as in the Acts, but excluding any statutory modification thereof not in force when these Articles became binding on the Company and the Members.

1.6 Reference to any document includes that document as amended or supplemented from time to time.

1.7 Unless the context otherwise requires, expressions in these Articles referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and to writing in electronic form and any other modes of representing or reproducing words in a visible form, and expressions in these Articles referring to execution of any document shall include any mode of execution whether under seal or under hand.

1.8 Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine include the feminine, and words importing persons include corporations.

1.9 Headings are inserted for convenience only and do not affect the construction or interpretation of these Articles.

1.10 Unless the context otherwise requires, reference to Articles and to paragraphs are to these Articles and the paragraphs of these Articles.

1.11 Unless the context otherwise requires, reference to a "person" include natural persons, legal persons, firms and bodies corporate. In addition, references to the masculine gender shall include the feminine and neuter genders and vice versa.

1.12 **DEFINITIONS**

In these Articles, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

financial statements shall have the meaning in Article 21.3;

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

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

Month means calendar month;

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

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

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

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

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

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

the **Statutory Sector** means state agencies, including but not limited to Local Authorities, the Galway and Roscommon Education and Training Board (GRETB), the Health Service Executive (HSE), and other relevant statutory bodies, as determined by the Directors from time to time.

Year means calendar year.

2 MEMBERS

2.1 The initial number of Members with which the Company proposes to be registered is 5 (five) but the Directors may from time to time register an increase or decrease in the number of Members. The subscribers to the Constitution and such other persons as the Board shall admit to membership from time to time shall, subject to Article 2.5 (termination of membership), be the Members of the Company for the time being.

2.2 The permitted number of Members is 100.

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

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

2.5 Membership of the Company shall terminate forthwith:

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

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

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

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

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

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

2.5.7 if a Member ceases to be a representative or nominee of the nominating body that gave rise to their membership in the first instance, their membership shall automatically cease upon the effective date of cessation of such representation or nomination; or

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

2.6 Membership of the Company shall not be transferable.

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

3 GENERAL MEETINGS

3.1 Annual General Meetings

3.1.1 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.

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

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

3.2 Extraordinary General Meetings

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

3.2.2 The Board may, whenever it thinks fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, and in such manner as may be provided by Section 178 of the Acts. If at any time there are not sufficient Directors capable of acting to form a quorum, any Director or any two Members may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.

3.3 Directors' right to attend general meetings

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

4 NOTICE OF GENERAL MEETINGS

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

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

4.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice, or the failure to furnish required agendas or associated documents, shall not invalidate the proceedings at the meeting.

5 PROCEEDINGS AT GENERAL MEETINGS

5.1 The Chair

The Chair (if any), shall preside as Chair at every general meeting of the Company, except where there is no Chair or the Chair is not present and willing to act, the Directors present shall elect one of their number to be Chair of the meeting; but if no Director is willing to act as Chair or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be Chair of the meeting.

5.2 **Business of the Annual General Meeting**

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

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

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

5.3 **Quorum**

5.3.1 No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Subject as hereinafter provided, one third of the Members existing at any given time in the Company plus one, present or by proxy (subject to the number of Members not being less than (10)) shall and entitled to vote on the business to be transacted shall be a quorum; provided that if the Company is a single member company, one Member of the Company present in person or by proxy at a general meeting of it shall be a quorum.

5.3.2 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of the Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Member or Members present shall be a quorum.

5.4 **Adjournment**

The Chair of the meeting may, in his/her discretion, with the consent of any meeting at which a quorum is present, and if so directed by the meeting shall, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

5.5 **Poll**

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

(a) by the Chair of the meeting; or

(b) by at least three Members present in person or by proxy; or

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

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

5.5.3 The demand for a poll may be withdrawn.

5.5.4 Unless a poll is demanded as aforesaid, a declaration by the Chair of the meeting that a resolution of any kind has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

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

5.5.6 Where there is an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

6 RESOLUTIONS IN WRITING

Subject to provisions of the Acts, a resolution of any kind in writing signed by all Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held and, if described as a special resolution, shall be deemed to be a special resolution within the meaning of the Acts, and such resolution may consist of one document or two or more documents to the same effect each signed by one or more Members.

7 VOTES OF MEMBERS

7.1 Right to Vote

7.1.1 Every Member who is entitled to attend and vote at general meetings shall have one vote.

7.1.2 In the case of an equality of votes, the Chair of the meeting will be entitled to a casting vote in addition to any other vote he/she may have.

7.2 Qualification of Voters

7.2.1 No Member shall be entitled to vote at any general meeting unless all sums immediately payable by him/her to the Company have been paid.

7.2.2 No Member shall be entitled to vote on any matter in which he/she is personally interested unless the nature of such interest has been declared to the Company in advance of such vote.

7.2.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such

meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chair of the meeting, whose decision shall be final and conclusive.

7.3 **Proxies**

7.3.1 Members shall not be entitled to appoint proxies to attend, speak, or vote on their behalf at any general meeting of the Company. Each Member must attend in person to exercise their right to attend, speak, ask questions relating to the items on the agenda, and vote at such meetings.

7.3.2 Any instruments, powers of attorney, or other authorities purporting to appoint a proxy for the purposes of attending or voting at a general meeting of the Company shall be deemed invalid and will not be accepted by the Company.

7.3.3 The provisions of the Acts relating to proxies shall not apply to the Company.

8 **THE BOARD**

8.1 The Board will manage the affairs of the Company and shall consist of not less than (5) () and no more than (23) (twenty-three) Directors or such other number of Directors as the Company may from time to time by resolution determine.

8.2 The first Board of the Company shall be determined in writing by the Members whom subscribe to the Constitution or a majority of them.

8.3 If at any time the number of Directors holding office falls below the required number (or any greater number fixed by these Articles as the minimum number of Directors), the Directors or Directors holding office may act for the purpose of appointing one or more additional Directors so as to increase the number to three Directors (or such greater minimum number as aforesaid) or summoning a general meeting of the Company for such purpose, but may not act for any other purpose.

9 **CONFLICT OF INTERESTS**

9.1 **Interests in contracts**

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

9.2 **Directors' conflicts**

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

9.3 **Directors' interests and voting**

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

into by or on behalf of the Company in which a Director is in any way interested, shall be liable to be avoided, and no Director so contracting or being so interested shall be liable to account to the Company for any profit realised by any such contract or arrangement, by reason (in any such case) of such Director holding that office or of the fiduciary relationship thereby established.

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

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

9.3.4 For the purposes of this Article:

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

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

9.3.5 Any reference to a contract:

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

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

10 BORROWING POWERS

The Board may without any limitation exercise all powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and, subject to the Acts, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

11 POWERS AND DUTIES OF THE BOARD

11.1 General powers

11.1.1 The business and affairs of the Company shall be managed by the Board who shall also be the administrative, co-ordinating and supervisory body of the Company. The Board may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not by the Acts or by these Articles required to be exercised by the Company in general meeting.

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

11.2 **Power to appoint attorneys**

The Directors may from time to time and at any time by power of attorney appoint any person, firm or body corporate whether nominated directly or indirectly by the Board to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as they may think fit and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney as the Board may think fit and may also authorise any such attorney to delegate all or any of the powers, authority and discretions vested in him/her.

11.3 **Cheques etc.**

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

11.4 **Shares in other companies**

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

11.5 **Incidental use of Company's property**

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

11.6 **Minutes**

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

11.6.1 of all appointments of officers made by the Board;

11.6.2 of all names of the Directors present at each meeting of the Board, and of any committee or sub-committees of the Board; and

11.6.3 of all resolutions of any kind and proceedings at all meetings of the Company, and of the Board and of the committees or sub-committees of the Board.

12 APPOINTMENT, REMOVAL AND RESIGNATION OF BOARD MEMBERS

12.1 Appointment of Directors

12.1.1 The Company shall endeavour to appoint directors with a target of up to five (5) directors from the Statutory Sector. Notwithstanding the aforementioned target, the composition of the board shall also reflect a diverse representation from other sectors, including but not limited to the Public Participation Network (PPN) Community/Voluntary, social partners, and business sectors. The fulfilment of statutory sector director targets shall not preclude or delay appointments from other sectors, ensuring that the board's composition aligns with the Company's objectives and community representation needs.

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12.1.2 In cases where suitable candidates from the Statutory Sector are not readily available or cannot be appointed within a reasonable timeframe, the Company retains the flexibility to appoint other qualified candidates from different sectors, ensuring ongoing compliance with the Company's strategic objectives and governance requirements.

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

12.1.4 Any Director appointed by the Company must be deemed suitable by the Board and possess the necessary skills and expertise required to effectively fulfil the functions and responsibilities of the role, as determined by the Company and/or the Board.

12.2 Retirement by rotation

12.2.1 Each Director must retire not later than the third annual general meeting following his/her last appointment or re-appointment in general meeting subject to the discretion of the Board. This automatic retirement is at all times subject to the discretion of the Board and the needs of the Company.

12.2.2 In any event, at each annual general meeting of the Company a minimum number of Directors are subject to retirement by rotation and that number includes any Director retiring under this Article but does not include any Director who wishes to retire and who does not wish to offer himself/herself for re-appointment. The minimum number is one-third of the Directors for the time being subject to retirement by rotation (calculated as aforesaid and subject also to the provisions of this Article) or if the said number of Directors is not divisible by three, the number which is nearest to and less than one-third. If there is only one Director who is subject to retirement by rotation then he/she shall retire.

12.2.3 The Directors, to retire by rotation shall be those who have been longest in office since their last appointment or reappointment but as between persons who became or were last reappointed Directors on the same day those to retire shall be determined (unless they otherwise agree among themselves) by lot; and

12.2.4 A Director who retires at an annual general meeting may be reappointed, if willing to act. If he/she is not reappointed (or deemed to be reappointed pursuant to these Articles) he/she shall retain office until the meeting appoints someone in his/her place or, if it does not do so, until the end of the meeting.

12.3 **Deemed reappointment**

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

12.4 **Statutory Removal and Replacement**

12.4.1 Subject to compliance with the provisions of the Acts and without prejudice to these Articles, the Company may, by resolution of which at least 28 days' notice has been given of the intent to move such a resolution, remove any Director before the expiration of his/her period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director.

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

12.5 **Appointment of Chair**

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

13 **DISQUALIFICATION OF DIRECTORS**

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

13.1.1 ceases to be a Member of the Company; or

13.1.2 dies in office; or

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

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

13.1.5 resigns his/her office by notice in writing to the Company; or

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

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

13.1.8 is removed from office of Director pursuant to Section 146 of the 2014 Act; or

13.1.9 is no longer regarded as possessing an adequate decision-making capacity for reasons of health, and his/her co-Directors have accordingly resolved that his/her office be vacated on this ground, or he/she becomes the subject of an order made in Ireland or elsewhere by a court claiming

jurisdiction in that regard for his/her detention or for the appointment of a guardian or other person to exercise powers with respect to his/her property or affairs, on the ground, in any such case, of mental disorder or incapacity; or

13.1.10 is required in writing by all his/her co-Directors to resign (any such removal being deemed to be an act of the Company); or

13.1.11 if a Director undertakes an activity or so conducts himself/herself or herself in such a way as in the opinion of a two thirds majority of the other Directors in their absolute discretion the interests of the Company would be prejudiced; or

13.1.12 holds any other office or place of profit under the Company beyond the extent permitted by clause 5 of the Memorandum of Association.

14 REMUNERATION OF DIRECTORS

14.1 Save as permitted pursuant to clause 5 of the Memorandum of Association, no Director shall be entitled to receive any salary, remuneration or fees for serving as a Director of the Company.

14.2 The Directors shall also be entitled to be paid their travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any Committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.

15 ALTERNATE DIRECTORS

15.1 Any Director (the **appointer**) may at any time and from time to time appoint by notice in writing to the Company any person approved by resolution of the Board to be his/her alternate.

15.2 A person may act as an alternate for more than one Director and while he/she is so acting will be entitled to a separate vote for each Director he/she is representing and, if he/she is himself/herself a Director, his/her vote or votes as an alternate will be in addition to his/her own vote.

15.3 An alternate will be counted for the purpose of reckoning whether a quorum is present at any meeting attended by him/her at which he/she is entitled to vote, but where he/she is himself/herself a Director or is the alternate of more than one Director he/she will only be counted once for such purpose.

15.4 An alternate will be entitled, subject to his/her giving to the Company an address to receive notice of all meetings of the Directors and of all meetings of Committees of which his/her appointer is a member, to receive notice of and attend and vote at any meeting of the Directors (or of a Committee of which his/her appointer is a member) at which the appointer is not personally present. An alternate shall not be entitled to be remunerated or paid fees otherwise than out of the remuneration or fees as the case may be paid to the appointer.

15.5 The alternate will be entitled, in the absence of the appointer, to exercise all the powers, rights, duties and authorities of the appointer as a Director (other than the right to appoint an alternate hereunder).

15.6 An alternate's appointment will automatically come to an end if for any reason the appointer ceases to be a Director, but if a Director retires but is re-appointed or deemed to have been re-appointed at the meeting at which he/she retires, any appointment of an alternate made by him/her which was in force immediately prior to his/her retirement will continue after his/her re-appointment. Section 165(5) and (6) of the 2014 Act in relation to revocation of appointment shall apply.

16 PROCEEDINGS OF THE BOARD

16.1 The Board may meet for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit and otherwise in accordance with these Articles. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair shall have a second or casting vote.

16.2 The Chair may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board on giving reasonable notice to the Directors. Any Director may waive notice of any meeting, and any such waiver may be retrospective. If the Board so resolve, it shall not be necessary to give notice of a meeting of the Board to a Director or alternate Director who, being a resident of the State, is for the time being absent from the State.

16.3 The quorum necessary for the transaction of the business of the Board will be five Directors.

16.4 The Board may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed pursuant to the Articles of the Company as the necessary quorum of the Board, the continuing Directors may act for the purpose of increasing their number to that number, or of summoning a general meeting of the Company, but for no other purpose.

16.5 Notwithstanding the provisions of Section 161(1) of the 2014 Act, a resolution in writing, signed by each Director or his/her alternate, or by each member of a Committee, shall be as valid as if it had been passed at a meeting of the Board, or a Committee (as the case may be), duly convened and held.

16.6 All acts done by any meeting of the Board or of a Committee, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or member of any Committee or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or a member of such Committee as the case may be.

17 TELEPHONE MEETINGS

17.1 For the purpose of these Articles, the contemporaneous linking together by telephone or other means of audio communication of a number of Directors not less than the quorum shall be deemed to constitute a meeting of the Board, and all the provisions in these Articles as to meetings of the Board shall apply to such meetings.

17.2 Each Director taking part in the meeting must be able to hear each of the other Directors taking part.

17.3 At the commencement of the meeting each Director must acknowledge his/her presence and that he/she accepts that the conversation shall be deemed to be a meeting of the Board.

17.4 A Director may not cease to take part in the meeting by disconnecting his/her telephone or other means of communication unless he/she has previously obtained the express consent of the Chair of the meeting, and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he/she has previously obtained the express consent of the Chair of the meeting to leave the meeting as aforesaid.

17.5 A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chair of the meeting.

18 COMMITTEES

18.1 The Board may delegate any of its powers to Committees consisting of such persons (a majority of whom shall be Directors) as it thinks fit and such delegation may be revoked or amended by the Board at any time; any Committee so formed shall in the exercise of the powers so delegated conform to any regulations and policies that may be imposed on it by the Board.

18.2 The Board may elect a Chair of Committee meetings; if no such Chair is elected, or if at any meeting the Chair is not present within fifteen minutes after the time appointed for holding the same, the Members of the Committee present may choose one of their number to be Chair of the meeting.

18.3 A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Members of the Committee present, and in case of an equality of votes the Chair shall have a second or casting vote.

18.4 A Committee must report to the Board regularly on any resolutions passed and decisions taken by them and for that purpose each Committee shall appoint a secretary.

18.5 A resolution in writing signed by each member of a Committee or, in the case of a Director, his/her alternate Director, shall be as valid as if it had been passed at a meeting of that Committee duly convened and held.

19 SECRETARY

19.1 The Secretary shall be appointed by the Directors for such terms, and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

19.2 A provision of the Acts or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in place of, the Secretary.

20 SEAL

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

21 ACCOUNTS

21.1 The accounting records shall be kept at the Office or subject to the Acts at such other place or places as the Board think fit.

21.2 The Board shall from time to time determine whether and if so to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of Members not being Members of the Board, and no Member (not being a Director) shall have any right of inspecting any accounting records or document of the Company except as conferred by statute or authorised by the Board or by the Company in general meeting.

21.3 The Board shall from time to time cause to be prepared and laid before the annual general meeting of the Company such profit and loss (or income and expenditure) accounts, balance sheets and reports as are required by the Acts to be prepared and laid before the annual general meeting of the Company (**financial statements**).

21.4 A copy of all financial statements shall, not less than twenty-one days before the date of the annual general meeting, be sent to every person entitled under the provisions of the Acts to receive them.

22 AUDIT

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

22.2 Annual audited accounts of the Company shall be made available to the Revenue Commissioners and the Charities Regulatory Authority on request.

23 ANNUAL REPORT AND RETURN UNDER THE CHARITIES ACT 2009

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

23.1 the transmission of the financial statements of the Company to the Charities Regulatory Authority;

23.2 the preparation of an Annual Report and its transmission to the Charities Regulatory Authority; and

23.3 the preparation of an Annual Return and its transmission to the Charities Regulatory Authority.

24 NOTICES

24.1 A notice to be given by the Company to any person entitled to receive it (the **addressee**) shall be in writing and may be given to the addressee personally, delivered or posted (properly addressed and prepaid) to his/her registered address or served or delivered in electronic form whether as an electronic communication or otherwise. A notice given in a manner referred to in this Article will be deemed to be given as follows:

24.1.1 if given to the addressee personally or delivered, when so given or delivered;

24.1.2 if posted, in the case of the notice of a meeting, 24 hours after posting or, in any other case, at the time at which the letter would be delivered in the ordinary course of post; or

24.1.3 if given, served or delivered by electronic mail at the time it was sent.

24.2 Notice of every general meeting shall be given in any manner hereinbefore authorised to:

24.2.1 every Member;

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

24.2.3 every Director and Secretary; and

24.2.4 the Auditors.

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

25 INDEMNITY

25.1 Subject to the Acts, every Director, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him/her in defending any proceedings, whether civil or criminal, in relation to his/her acts while acting in such office, in which judgment is given in his/her favour or in which he/she is acquitted, or in connection with any proceedings or any application under the Acts or under any statute for relief from liability in respect of any such act or omission in which relief is granted to him/her by the Court.

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

[I, the person whose name and address is set out below]/[We, the several persons whose names and addresses are set out below], wish to be formed into a company in pursuance of this Constitution.

Names, Addresses and Descriptions of Subscriber[s]	***Names, Addresses and Descriptions of Subscriber[s]***

Signature[s] in writing of the above subscriber[s], attested by witness as provided for below

Dated the day of 20[•]

Witness to the above Signature[s]:

Signature: _____

Name: _____

Address: _____