

COMPANIES ACT 2014

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COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

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**CONSTITUTION**

-of-

**DRUID PERFORMING ARTS COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM OF ASSOCIATION**

1. **Name**

The name of the Company is Druid Performing Arts Company Limited by Guarantee (“the Company”).

2. **Company Type**

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

3. **Main Object**

The main object for which the Company is established (the “main object”) is to promote the practice of theatre arts, primarily through theatre production for a general audience, both nationally and internationally.

4. **Subsidiary Objects**

In furtherance exclusively of the foregoing main object, the Company shall have the following subsidiary objects:

(a) To carry on all or any of the business of theatre, music hall and concert hall proprietors or agents, box office keepers, showmen, exhibitors, song, music, play, programme and general publishers and printers scene and general painters and decorators, theatrical and musical agents, caterers for public and private amusements and entertainment of every description.

(b) To present, produce, manage, conduct and represent at any theatre, music hall or place of amusement or entertainment, such plays, dramas, comedies, operas, burlesques, pantomimes, revues, promenade and other concerts, musical and other pieces, ballets, shows, exhibitions, variety and other entertainments the Company from time to time think fit.

- (c) To produce or otherwise acquire and obtain exclusive and other interests in copyrights and rights of representation, and any other rights of or in plays, music, songs, cinematograph and other film, works, operas, comedies, burlesques, and compositions, as they pertain to the main object of the Company.
- (d) To carry on the businesses of wine, spirit, beer, mineral water, merchants and retailers, confectioners, florists and restaurant and refreshment room, keepers or proprietors, or any of such businesses, as they pertain to the main object of the Company.
- (e) To promote the study and improve the understanding of the Arts in Ireland.
- (f) To organise exhibitions of works of art.

5. **Powers**

To the extent that the same are essential or ancillary to the promotion of the main object of the Company as heretofore set out, the Company may exercise the following powers:

- (a) To solicit and accept grants, donations and any other form of voluntary contributions, and to administer, manage and expend such funds or other contributions in furtherance of the objects of the Company.
- (b) To purchase, lease or by any other means acquire any real or personal property and to sell, manage or otherwise to deal with same, in any lawful manner.
- (c) To borrow and raise money in such manner and upon such security as the Company shall think fit.
- (d) To invest the monies of the Company not immediately required for its purposes in such investments, securities or property as may be thought fit, subject to such conditions and consents as may be required by law.
- (e) To accumulate capital for any purpose of the Company and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally save, however, that prior permission shall be obtained from the Revenue Commissioners when it is intended to accumulate funds for a period in excess of two years.
- (f) To grant pensions and gratuities to any person who has served the Company as an employee, or to any dependent of such person, provided that the same shall not exceed that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997; that such a pension scheme has been operated by the Company and that the beneficiary has been a member of the scheme while employed by the Company..
- (g) To subscribe or guarantee money for charitable objects.

- (h) To undertake and execute any trusts which may seem directly or indirectly conducive to the attainment of the main object(s) of the Company.
- (i) To insure the property of the Company against any foreseeable risk in its full value and take out other insurance policies to protect the Company when required.
- (j) To insure any or all of the directors against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided he or she acted in good faith and in the performance of his or her functions as charity trustee (as defined in the Charities Act, 2009).
- (k) To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
- (l) To adopt such means of making known the products and/or services of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and via the internet and by granting prizes, rewards and donations.
- (m) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the main object and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (n) To enter into a partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, company, society, trust or other partnership whose objects are solely charitable, carrying on or engaged in, or are about to carry on or engage in, any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and which prohibits the distribution of income and assets to at least as great a degree as the Company by virtue of Clause 6 hereof and to guarantee the contracts of, otherwise assist any such person, company, society, trust or other partnership, and to take over or otherwise acquire shares, stock, debentures, or debenture stock and securities of any such person, company, society, trust or other partnership, and to sell, hold, reissue with or without guarantee or otherwise deal with same.
- (o) To carry on alone or in conjunction with others any other trade of business which may in the opinion of the directors be advantageously carried on by the

Company in connection with or as ancillary to any of the above businesses or the general business of the Company in pursuance of the main object.

- (p) To found, subsidise, and assist any charitable funds, associations or institutions calculated to promote or assist the main object.
- (q) To establish and maintain links with international and national organisations having similar objectives.
- (r) To promote such other activities as are consistent with the above main objects, and for the purposes of attaining those objects:
  - (i) To purchase, take on, lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges anywhere and to construct, maintain and alter buildings and structures and to sell, manage, lease, mortgage or otherwise deal with any of the property or rights of Druid Performing Arts Company Limited by Guarantee.
  - (ii) To borrow or raise money on banking account or otherwise, by the issue of, or upon bonds, debentures, bills of exchange, promissory notes, mortgages or other securities of Druid Performing Arts Company Limited by Guarantee.
  - (iii) To buy, sell and deal in paintings and other works of art, as they pertain to the main object of the Company.
  - (iv) To undertake and execute any trusts for the advancement of the main objects of Druid Performing Arts Company Limited by Guarantee.
  - (v) To do all such other things as are incidental to or are conducive to the attainment of the objects of Druid Performing Arts Company Limited by Guarantee.
- (s) To draw, make, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.
- (t) To do all such other lawful things as the Company may think incidental and conducive to the foregoing main object.
- (u) To do all or any of the things and matters aforesaid in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

**PROVIDED THAT:**

- (a) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;

- (b) nothing hereinbefore contained shall be construed as including in the purposes for which the Company has been established any purposes which are not charitable according to law.

**6. Limited Liability**

The liability of the members is limited.

**7. Income and Property**

- (a) The income and property of the Company shall be applied solely towards the promotion of main object(s) as set forth in this Constitution. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company.

- (b) 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) reasonable and proper remuneration to any member or servant of the Company (not being a director) for any services rendered to the Company;
- (b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by directors or other members of the Company to the Company;
- (c) reasonable and proper rent for premises demised and let by any member of the Company (including any director) to the Company;
- (d) reasonable and proper out-of-pocket expenses incurred by any director in connection with their attendance to any matter affecting the Company;
- (e) fees, remuneration or other benefit in money or money's worth to any company of which a director may be a member holding not more than one hundredth part of the issued capital of such company.
- (f) Nothing shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act, 2009 (as for the time being amended, extended or replaced).

**8. Additions, Alterations or Amendments**

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 of the Company which requires the prior approval of the Charities Regulator, advance notice in writing of the proposed changes must be given to the Charities Regulator for approval, and the amendment shall not take effect until such approval is received.

**8. Winding Up**

If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 6 hereof. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object with the agreement of the Charities Regulator. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

**9. Undertaking to Contribute**

Every member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for

- (a) 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
  - (b) the adjustment of the rights of the contributories among themselves,
- such amount as may be required, not exceeding €1.

**10. Keeping of Accounts**

Annual audited accounts shall be kept and made available to the Revenue Commissioners and/or the Charities Regulatory Authority, upon 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.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS  
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MARIE MULLEN, DRUMFIN P.O. VIA BOYLE, CO. SLIGO  
ACTRESS

GARY HYNES, 42 WHITESTRAND PARK, GALWAY  
DIRECTOR

JEROME HYNES, DANGAN, GALWAY  
ADMINISTRATOR

SEAMUS O'GRADY, 17 CRUMHA PARK, RAHOON, GALWAY  
UNIVERSITY STAFF MEMBER

SEAN MCGINLEY, BALLYSHANNON, CO. DONEGAL  
ACTOR

MARLENE FAGAN, "ST. OSBURGS", CARRIGANS, BALLINFULL, CO. SLIGO  
SECRETARY

GEROADINE MCINERNEY, KILLANANIMA, DROMAHAIR, CO. LEITRIM  
SECRETARY

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DATED THIS 27th JANUARY, 1987.

WITNESS TO THE ABOVE SIGNATURES:-

MICHAEL J. HORAN  
SOLICITOR  
STEPHEN STREET  
SLIGO.

## ARTICLES OF ASSOCIATION

### PRELIMINARY

1. In these Articles, unless there is something in the subject or context inconsistent herewith:

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

The "**Board**" means the board of directors of the Company.

The "**Company**" means the above named Company.

The "**Directors**" means the members for the time being of the board of directors of the Company and "director" shall be construed accordingly.

The "**Registered Office**" means the registered office for the time being of the Company.

The "**Secretary**" means any person appointed to perform the duties of the Secretary of the Company.

The "**Seal**" means the Common Seal of the Company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography and any other modes of representing or reproducing words in visible form.

### ALTERATION OF THE CONSTITUTION

2. Subject to the provisions of the Act, and the provisions of this Constitution, the Company may by special resolution alter either or both its memorandum and articles of association. Any alteration or addition so made shall be as valid as if originally contained therein.

### MEMBERS

3. For the purposes of registration the number of members of the Company is taken to be seven but the Company may from time to time register an increase of members.
4. The members of the Company shall be (i) the subscribers to the Memorandum of Association and (ii) such other persons as the directors shall from time to time admit to membership and whose names are entered on the register of members.

### TERMINATION OF MEMBERSHIP

5. A member may resign his or her membership by serving notice to that effect upon the Company at the Registered Office.

6. The board may require a member to resign his or her membership by serving notice upon the member terminating his or her membership, such notice to expire no earlier than the date of service of the notice.
7. The death or bankruptcy of a member shall terminate his or her membership.

#### **OBLIGATIONS OF MEMBERS**

8. Every member shall, as a continuing condition of membership, be bound by the provisions of the constitution of the Company and any amendment thereof, and shall observe all (if any) rules or regulations made from time to time by the Company in general meeting or by the board.

#### **GENERAL MEETINGS OF MEMBERS**

9. The Company shall in each year hold a general meeting as its annual general meeting, in addition to any other meetings in that year and shall specify the meeting as such in the notice calling it and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. So long as the Company holds its first annual general meeting within eighteen months of the date of incorporation, it need not hold it in the year of its incorporation or in the following year.
10. The business of the annual general meeting shall include:
  - (a) Consideration of the Company's statutory financial statements and the report of the directors, together with the report of the statutory auditors on those statements and that report;
  - (b) Review by the members of the Company's affairs;
  - (c) Authorisation of the directors to approve the remuneration of the statutory auditors;
  - (d) Election and re-election of directors;
  - (e) Appointment or re-appointment of statutory auditors.
11. All general meetings, other than annual general meetings, shall be known as extraordinary general meetings.
12. The directors may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meetings may also be convened as provided by Section 1203 of the Act. If at any time there are not sufficient directors in Ireland capable of acting to form a quorum, any director of the Company or any member of it may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

13. General meetings of the Company shall be held in the State at such time and at such place as the board shall appoint.
14. A meeting, other than an adjourned meeting shall be called, in the case of an annual general meeting or an extraordinary general meeting for the passing of a special resolution, by not less than 21 days' notice, and in the case of any other extraordinary general meeting, by not less than 7 days' notice. 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. It shall be given in the manner specified in these articles to such persons as are under these articles entitled to receive such notices from the Company.
15. The notice of a meeting shall specify:
  - (a) the place, date and time of the meeting;
  - (b) the general nature of the business to be transacted at the meeting;
  - (b) in the case of a proposed special resolution, the text or substance of that proposed special resolution.
16. The statutory auditors of the Company shall be entitled to:
  - (a) attend any general meeting of the Company;
  - (b) receive all notices of, and any other communications relating to any general meeting which any member of the Company is entitled to receive; and
  - (c) be heard at any general meeting which they attend, on any part of the business of the meeting which concerns them as statutory auditors.
17. A meeting of the Company, notwithstanding that it is called by shorter notice than that specified at article 10, shall be deemed to have been duly called if it is so agreed by all of the members entitled to attend and vote at the meeting, and the statutory auditors of the Company.
18. 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. Three (3) members present in person shall be a quorum.
19. 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 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 members present shall be a quorum.
20. The chairperson of the board of directors shall preside as chairperson at every general meeting of the Company. If he or she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the directors present

shall elect one of their number to be chairperson of the meeting.

21. 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. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
22. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### **VOTES OF MEMBERS**

23. Where a matter is being decided (whether on a show of hands or on a poll) every member present shall have one vote.
24. A vote shall take place on a show of hands, unless a poll is demanded before or on the declaration of the result of a show of hands.
25. A demand for a poll may be made by:
  - (a) the chairperson of the meeting;
  - (b) at least three members present in person; or
  - (c) any members present in person representing not less than 10% of the voting rights of members entitled to vote at the meeting.
26. Unless a poll is demanded, a declaration by the chairperson that a resolution has on a show of hands been carried, or lost, an entry to that effect in the minutes of the meeting 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.
27. If a poll is demanded it shall be taken in such manner as the chairperson directs and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded.
28. Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting shall be entitled to a second or casting vote.
29. No objection shall be raised to the qualification to vote of any voter except at the 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 chairperson of the meeting whose decision shall be final and conclusive.

## **RESOLUTIONS**

30. Notwithstanding article 14, a special resolution may be proposed and passed as a special resolution at a meeting of which less than 21 days' notice has been given, if the conditions specified in Section 191 of the Act are satisfied.
31. The terms of any resolution (whether special or otherwise) before a general meeting may be amended by ordinary resolution at the meeting, provided that the resolution, as amended, will still be such that adequate notice of the same can be deemed to have been duly given.
32. Subject to compliance with the conditions in Section 193 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 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 Act.
33. When a resolution is passed at an adjourned general meeting, it will be treated as having been passed on the date of that meeting and not on any earlier date.

## **MINUTES OF GENERAL MEETINGS**

34. The Company shall, as soon as may be after the holding of a meeting, cause minutes of the proceedings of the meeting and the terms of all resolutions to be entered in books kept for the purpose of. All such books shall be kept in the same place.
35. Any minute referred to in Article 34, if purporting to be signed by the chairperson of the meeting at which the proceedings were had, or by the chairperson of the next succeeding meeting shall be evidence of what occurred at the meeting.

## **THE BOARD OF DIRECTORS**

36. The number of the directors shall be not less than four (4) and unless and until determined by the Company in general meeting, not more than ten (10).
37. Vacancies for the position of director shall be filled by election at the annual general meeting of the Company.
38. No person may be a director of the Company unless he or she has attained the age of 18 years.
39. Any purported appointment of a director without that person's consent shall be void.
40. At a general meeting of the Company, a motion for the appointment of two or more persons as directors by a single resolution shall not be made, unless a resolution that it shall be made has first been agreed to by the meeting without any vote being given against it.

41. The board shall have the power at any time and from time to time, to co-opt a person to be a director to fill a casual vacancy arising in the number of elected directors. Any director so appointed shall hold office until the next annual general meeting and shall be eligible for election thereat.

#### **ROTATION OF DIRECTORS**

42. At the first Annual General Meeting of the Company, all the directors shall retire from office and at the Annual General Meeting in every subsequent year, one-third of the directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.
43. The directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
44. A retiring director shall be eligible for re-election.
45. Directors shall serve a maximum of 5 consecutive years in any one period of directorship. Previous directors shall be deemed eligible for re-nomination to the board after an interval of one year's non-service.
46. In exceptional circumstances, a director's term of office can be extended by two years. Any such extension must be passed by a two thirds majority.

#### **REMOVAL OF DIRECTORS**

47. The Company may by ordinary resolution remove a director before the expiration of his or her period of office. Such a resolution shall not be effective unless the provisions of Section 146 of the Act are observed.
48. A vacancy created by the removal of a director under this article may be filled at the meeting at which he or she is removed and, if not so filled, may be filled as a casual vacancy.

#### **VACATION OF OFFICE**

49. The office of director shall be vacated if the director:
  - (a) Is adjudicated bankrupt or, being a bankrupt, has not obtained a certificate of discharge in the relevant jurisdiction; or
  - (b) Becomes or is deemed to be subject to a disqualification order within the meaning of Chapter 4 of Part 14 of the Act; or

- (c) The director resigns his or her office by notice in writing to the Company; or
- (d) The health of the director is such that he or she can no longer be reasonably be regarded as possessing an adequate decision-making capacity; or
- (e) A declaration of restriction is made in relation to the director to the board; or
- (f) At any time during the currency of the declaration, resolves that his or her office be vacated; or
- (g) The director is sentenced to a term of imprisonment (including a term that is suspended) following conviction of an indictable offence; or
- (h) The director is absent from board meetings held during a period of more than six months, without the permission of the directors.

#### **SECRETARY**

- 50. The Company shall have a Secretary, who may be one of the directors.
- 51. The Secretary shall be appointed by the directors for such term and at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
- 52. Without derogating from the applicable statutory and other legal duties, the duties of the Secretary shall be those delegated to the Secretary from time to time by the board.
- 53. The directors shall ensure that the Secretary has the skills or resources necessary to discharge the statutory and other duties associated with the position, including to maintain (or to procure the maintenance of) the Company records (other than accounting records) required to be kept in relation to the Company.

#### **REGISTER OF DIRECTORS AND SECRETARIES**

- 54. The Company shall keep a register of its directors and secretaries, and shall enter in the register the information specified in Section 149 of the Act.

#### **POWERS AND DUTIES OF DIRECTORS**

- 55. The business of the Company shall be managed by the directors, which may exercise all such powers of the Company as are not, by the Act or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and of these Articles and to such directions, not being inconsistent with the aforesaid provisions, as the Company in general meeting may

(by special resolution) give. No such direction given by the Company in general meeting shall invalidate any prior act of the directors which would have been valid if that direction had not been given.

56. The board may exercise all powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets or any part thereof.
57. The board may delegate any of its powers to such person or persons as they think fit, including committees; any such committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the board.
58. The board may from time to time and at any time by power of attorney appoint any Company, firm or person or body of persons, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding its own powers) and for such period and subject to such conditions as the board thinks 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 to delegate all or any of the powers, authorities and discretions vested in him or her.
59. All cheques and other negotiable instruments, and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed by such person or persons and in such manner as the board shall from time to time determine.

#### **PROCEEDINGS OF DIRECTORS**

60. The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
61. Questions arising at any meeting shall be decided by a majority of votes. In case of equality of votes the chairperson shall have a second or casting vote.
62. A director may, and the Secretary on the requisition of a director shall, at any time summon a meeting of the directors.
63. The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be three (3).
64. The directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of directors, the continuing directors or director may act for the purpose of increasing the number of directors to that number or of summoning a general meeting of the Company, but for no other purpose.
65. The directors may elect a chairperson of the board and determine the period for which he or she is to hold office, but if there is no such chairperson, or if at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the directors present may choose one of their number to be chairperson of the meeting.

66. The directors may delegate any of its powers to Committees consisting of such member or members of the directors and such other persons as they think fit, and any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the directors.
67. The directors may appoint the chairperson of any Committee; if no such chairperson is elected, or if at any meeting of a Committee the chairperson is not present within fifteen minutes after the time appointed for holding it, the members of the committee present may choose one of their number to be chairperson of the meeting.
68. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of the committee present, and when there is an equality of votes, the chairperson shall have a second or casting vote.
69. 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. Any such resolution in writing may consist of several documents in the like form, each signed by one or more of the directors and for all purposes shall take effect from the time when it was signed by the last director.
70. A meeting of the directors or of a committee established by the directors may consist of a conference between some or all of the directors or, as the case may be, members of the committee who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others. Such a meeting shall be deemed to take place where the chairperson of the meeting is.

#### **CONFLICT OF INTEREST**

71. A director may not vote in respect of any contract, appointment, or arrangement in which he or she is interested and he or she shall not be counted in the quorum present at a meeting at which the matter is considered.
72. A director who is in any way, directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his or her interest at the board meeting at which the question of entering into the contract is first raised, or at the next meeting held after he or she became so interested.
73. A copy of each declaration shall, within 3 days of making it, be entered into the register of disclosable interest maintained by the Company.

#### **MINUTES OF MEETINGS**

74. The Company shall cause minutes to be entered in books kept for the purpose of:

- (a) All appointments of officers made by the directors;
  - (b) The names of the directors present at each meeting of its directors and of any committee of the directors;
  - (c) All resolutions and proceedings at all meetings of its directors and of committees of directors.
75. Such minutes shall be entered in the foregoing books as soon as may be after the appointment concerned is made, the meeting concerned has been held or the resolution concerned has been passed.
76. Any such minute, if purporting to be signed by the chairperson of the meeting at which the proceedings were had, or by the chairperson of the next succeeding meeting shall be evidence of what occurred at the meeting.
77. Where minutes have been made in accordance with Articles 75 and 77 inclusive, then, until the contrary is proved:
- (a) The meeting shall be deemed to have been duly held and convened;
  - (b) All proceedings had at the meeting shall be deemed to have been duly had; and
  - (c) All appointments of officers made by its directors at the meeting shall be deemed to be valid.

#### **REMUNERATION OF DIRECTORS**

78. Directors shall not be remunerated for acting as such. A director may however be remunerated for other services rendered to the Company, provided the conditions of Section 89 of the Charities Act 2009 are fulfilled.
79. Subject to compliance with any rules or protocols laid down by the board, directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the board, any committee established by the board, general meetings of the Company, or otherwise incurred in connection with attending to the business of the Company.

#### **USE OF COMPANY PROPERTY BY DIRECTORS**

80. No director shall use Company property for his or her own use or benefit save however that de minimis use of Company property may be made by a director for the exclusive purpose of carrying out his or her duties as a director, when such use is sanctioned at a meeting of the board.

#### **POWER OF DIRECTOR TO ACT IN A PROFESSIONAL CAPACITY FOR THE COMPANY**

81. Any director may act by himself or herself, or his or her firm, in a professional capacity for the Company, and, subject to compliance with the conditions of Section 89 of the Charities Act 2009, shall be entitled to remuneration for professional

services rendered, as if he or she were not a director.

## ACCOUNTS

82. The Company shall keep or cause to be kept adequate accounting records in accordance with Chapter 2 of Part 6 of the Act.
83. The accounting records shall be kept on a continuous basis and shall be sufficient to 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.
84. The accounting records shall include:
  - (a) Entries from day to day of all monies received and expended by the Company;
  - (b) A record of the assets and liabilities of the Company;
  - (c) A record of all transactions whereby goods are purchased and sold;
  - (d) A record of all transactions whereby services are provided or purchased by the Company.
85. The accounting records shall be kept at the registered office or, subject to Section 283 of the Act, at such other place as the directors think fit, and shall at all reasonable times be open to the inspection of the officers of the Company and by other persons entitled pursuant to the Act.
86. The directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the financial statements and accounting records of the Company shall be open to the inspection of its members not being directors of the Company. No member (not being a director) shall have any right of inspecting any financial statement or accounting record of the Company except as conferred by statute, this Constitution or authorised by the directors or by the Company in general meeting.
87. The directors shall in accordance with the Act cause to be prepared and to be laid before the annual general meeting of the Company the statutory financial statements of the Company, the directors' report in relation to it and the statutory auditor's report on those financial statements and directors' report as are required by the Act to be prepared and laid before the annual general meeting of the Company.
88. A copy of the statutory financial statements of the Company, the directors' report in relation to it and that statutory auditor's report on those financial statements and directors' report shall, not less than twenty one days before the date of the annual general meeting, be sent to every person entitled under Section 338(1) of the Act to receive them.

## AUDIT

89. Statutory auditors shall be appointed by the Company and their duties regulated in accordance with Part 6 of the Act.

90. The board shall arrange for the statutory financial statements of the Company for each financial year to be audited by the statutory auditors.

#### **SEAL**

91. The Company shall have a common seal that states the Company's name in legible characters.
92. The seal shall be used only on the authority of the board, 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 that purpose.

#### **NOTICES**

93. A notice convening a general meeting shall be delivered by the Company to every person entitled to attend the same by hand/courier, by sending it by post to him or her to his or her registered address, or, in the event that the intended recipient has authorised it in writing, by e-mail to the e-mail address provided by the intended recipient.
94. A notice of any other description, including a notice convening a board meeting may be delivered by hand/courier, by ordinary pre-paid post or by e-mail.
95. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been received at the expiration of 5 days after the letter containing the same is posted. Where a notice is served by e-mail, the service shall be deemed to have been effected at the expiration of 24 hours after the e-mail has been sent, unless there is a notified failure of error in delivery in that period.
96. The accidental omission to give notice of any meeting convened pursuant to these articles will invalidate the proceedings at the meeting. The non-receipt of such notice by any person entitled to receive notice shall not invalidate the proceedings at that meeting.
97. Notice of every general meeting shall be given in the manner herein before authorised to: every member, every director, the Secretary and the statutory auditor for the time being of the Company.

#### **INDEMNITY**

98. The Company indemnifies each officer of the Company against any liability incurred in relation to the Company, to the extent permitted by Section 235 of the Act.

## INSURANCE

99. The Company may discharge the cost of directors' and officers' insurance for its officers, on such terms as the board shall decide.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS  
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MARIE MULLEN, DRUMFIN P.O. VIA BOYLE, CO. SLIGO  
ACTRESS

GARY HYNES, 42 WHITESTRAND PARK, GALWAY  
DIRECTOR

JEROME HYNES, DANGAN, GALWAY  
ADMINISTRATOR

SEAMUS O'GRADY, 17 CRUMHA PARK, RAHOON, GALWAY  
UNIVERSITY STAFF MEMBER

SEAN MCGINLEY, BALLYSHANNON, CO. DONEGAL  
ACTOR

MARLENE FAGAN, "ST. OSBURGS", CARRIGANS, BALLINFULL, CO. SLIGO  
SECRETARY

GEROAOINE MCINERNEY, KILLANANIMA, DROMAHAIR, CO. LEITRIM  
SECRETARY

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DATED THIS 27th JANUARY, 1987.

WITNESS TO THE ABOVE SIGNATURES:-

MICHAEL J. HORAN  
SOLICITOR  
STEPHEN STREET  
SLIGO.