

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

CONSTITUTION

-of-

[SAFE Ireland National Social Change Agency Company Limited by Guarantee]

MEMORANDUM OF ASSOCIATION

1. **Name**

The name of the Company is SAFE Ireland National Social Change Agency, Company Limited by Guarantee.

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 objects for which the Company is established (the "Main Object") is: To change culture, transform the response to violence against women and to make Ireland the safest country in the world for women and children. To promote the protection of women and children who have suffered from or are exposed to or who fear domestic violence by means of the protection and promotion of their mental and physical health, the promotion of research and education concerning violence against women and children.

4. **Subsidiary Objects**

As objects incidental and ancillary to the attainment of the Main Object, the Company shall have the following subsidiary objects:

- 4.1 To develop and collaborate with domestic violence services to meet the needs of women and children who experience domestic violence including those who have suffered mental, emotional or physical harassment in their relationship or rape or sexual harassment or abuse;

- 4.2 To encourage the development of domestic violence services which meet the needs of women and children who seek safety and support including support for women in the recovery phase of their journey;
- 4.3 To research and understand domestic violence at deeper levels to progress prevention strategies through strategic service development, education and whole system responses;
- 4.4 To provide information and assistance to local groups who are members of the Company and to create a forum for the exchange of information and ideas on all aspects of the work of the Company;
- 4.5 To educate and inform the public, the media, state systems, the courts, social services and other authorities with respect to the violence women and children experience in their homes and communities.

5. **Powers**

The Company shall in addition to the powers conferred on it by law have the following powers which are exclusively subsidiary and ancillary to the Main Object and which powers may only be exercised in promoting the Main Object. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:

5.1 To promote and further the main objects of the Company by conferences, public or private meetings, discussions, publications or by other such means as may be deemed desirable or necessary.

5.2 To support the activities of the Company's members and others involved in such work and to promote the publication of material concerning issues surrounding domestic violence both in the Republic of Ireland and abroad.

5.3 To promote, establish, co-operate with, become a member of, or assist by advice or by the grant of loans, donations or gifts or otherwise, any association, institution or body whatsoever and whether incorporated in Ireland or elsewhere having main objects or purposes wholly or partially similar to those of the Company.

5.4 To advertise and make known the Company and its main objects, purposes and aims by such means as may be deemed expedient, and to solicit, receive and hold donations, subscriptions, gifts and bequests of all kinds.

5.5 To furnish and provide the Company's property with such furniture implements machinery and conveniences as the Company may think desirable.

5.6 To provide materials and information for curricular and extra curricular activities in schools.

5.7 To make, draw, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.

5.8 To acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or interest, whether immediately or reversionary, and whether vested or contingent: any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances and to hold and farm and work or manage or to sell, let, alienate, mortgage, lease or charge land, house property, shops, flats, maisonettes, reversions, interests, annuities, life policies and any other property real or personal, movable or immovable, either absolutely or conditionally and either subject to or not to any mortgage, charge, ground rent or other rents or encumbrances and to pay for any lands, tenements, hereditaments or assets acquired by the Company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner.

5.9 To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principal amounts and interest of any person, firm or Company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company.

5.10 To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the main object(s).

5.11 To purchase or otherwise acquire and carry on the whole or any part of the business property, goodwill and assets of any company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the Company, or possessed of property suitable for the purposes of the Company, and as part of the

consideration for any of the acts or things aforesaid or property acquired to undertake all or any of the liabilities of such company or to acquire an interest therein, amalgamated with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition or for mutual assistance with any such company and to give, issue or accept cash or any shares, debentures or other securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received.

5.12 To promote any company for the purpose of acquiring all or any of the property or liabilities of the Company, or if undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of or render more profitable any property, assets or business of the Company, or for any other purpose which may see directly or indirectly calculated to benefit the Company.

5.13 To accumulate capital for any purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally. Prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of two (2) years.

5.14 To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's main object(s), and to obtain from any such government authority or company, any charters, contracts, decrees, rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions.

5.15 To raise or borrow money, and to secure the payment of money by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charged upon, or by mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, and generally in such other manner and on such terms as may seem expedient, and to issue any of the Company's securities, for such consideration and on such terms as may be thought fit, including the power to pay interest on any money so raised or borrowed: and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem or pay off any such securities.

5.16 To create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the Company, or for depreciation of works or stock, or any other purpose to advance the main object(s) of the Company.

5.17 To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, civil partners, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and provided that such occupational pension scheme has been operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse/civil partner or parent, has been a member of the occupational pension scheme while employed by the company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.

5.18 Provided 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.

5.19 To procure the Company to be registered or recognised in any foreign country, colony, dependency or place.

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

5.21 To acquire and become registered proprietors of copyrights and trade marks and any other form of intellectual property.

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

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

And it is hereby declared that in the construction of this Clause, the word "company", except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa.

6. **Limited Liability**

The liability of the members is limited.

7. **Undertaking to Contribute**

Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he/she is a member or within one year afterwards, for payment of debts and liabilities of the Company contracted before he/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.

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 8 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. **INCOME AND PROPERTY**

The income and property of the Company shall be applied solely towards the promotion of main object(s) as set forth in this Constitution. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:

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).

10. **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.

No amendments of any kind shall be made to the provisions of clauses 8 and 9 of the Constitution and no amendments shall be made to the Constitution to such an extent that they would alter the effect of Clauses 8 and 9 of the Constitution, such that there would be non compliance with the requirements of section 70 of the Companies Act 2014.

11. **KEEPING ACCOUNTS**

Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

Articles of Association

PRELIMINARY

1. In these Articles:

"the Act" means the Companies Act, 2014.

"the Company" means 'SAFE Ireland National Social Change Agency CLG.'

"Board of Management" means and shall be the equivalent of and shall fulfil the functions of, respectively, the Board and Directors of the Company as defined in the Act.

"member" means an organisation or individual who becomes a member of the Company pursuant to Article 2.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company;

"the Seal" means the Common Seal of the Company;

"the office" means the registered office for the time being 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 a visible form.

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

MEMBERS

2. The Company proposes to be registered with 35 members but will be unlimited in number. The Board of Management may from time to time register an increase of members.

3. The subscribers to the Constitution and such other organisations and individuals as the members of the Board of Management shall admit to membership shall be members of the Company.

4. The Company will have two categories of members:

(i) Voting members will be voluntary or community organisations directly providing services to women and their children who experience domestic violence, which subscribe to the objects of the Company.

(ii) Non-voting members will be organisations and individuals, which subscribe to the objects of the Company and which, by virtue of their interest in the Company's activities, would further the objects of the Company.

5. The rights and liabilities attaching to any Members of the Company may be varied from time to time by a Special Resolution of the Company.

6. The prospective member must have been in existence for one year prior to application.

GENERAL MEETINGS

7. All general meetings of the Company shall be held in the State.

8. (1) Subject to paragraph (2), the Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meetings 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.

9. (2) So long as the Company holds its first Annual General Meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Subject to Article 5, the Annual General Meeting shall be held at such time and at such place in the State as the members of the Board of Management shall appoint.

10. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

11. The members of the Board of Management may, whenever they think 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 as provided by Section 178 of the Act. If at any time there are not within the State sufficient members of the Board of Management capable of acting to form a quorum any member of the Board of Management or any five members of Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the members of the Board of Management.

NOTICE OF GENERAL MEETINGS

12. Subject to Sections 181 and 191 of the Act an annual General Meeting and a meeting called for by passing of a special resolution shall be called by 21 days notice in writing at the least and a meeting of the Company (other than an Annual General Meeting or a meeting for the passing of a special resolution) shall be called by 14 days notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and in the case of special business and general nature of that business, and shall be given in manner hereinafter mentioned to such persons as are under the Articles of the company entitled to receive notices from the company.

13. The accidental omission to give notice of a meeting to or the non-receipt of notices of a meeting by any person entitled to receive the notice shall not invalidate the proceeding at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

14. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Board of Management and Auditors, the election of members of the Board of Management in the place of those retiring, the re-appointment if the retiring Auditors and the fixing of the remuneration of the Auditors. 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; save as herein otherwise provided, one-third of voting members present in person shall be a quorum.

15. 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 members of the Board of Management 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.

16. The Chairperson, if any, of the Board of Management shall preside as chairperson at every general meeting of the Company, or if there is no such chairperson, or if he/she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the members of the Board of Management present shall elect one of their number to be Chairperson of the meeting.

17. If at any meeting no member of the Board of Management is willing to act as Chairperson or if no member of the Board of Management is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their numbers to be Chairperson of the meeting.

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

19. At any general meeting a resolution 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 Chairperson, or

(b) by at least three members present in person

(c) by any member or members present in person and

representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting. Unless a poll is so demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the

fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

20. Except as provided in Article 20 if a poll is duly demanded it shall be taken in such a manner as the Chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

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

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

23. Subject to Section 191 of the Act, a resolution 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 Act.

24. Every member present shall have one vote.

25. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or in a poll, by his/her committee, receiver, guardian, or other person appointed by that Court, and any such committee, receiver, guardian, or other person may vote on a show of hands or on a poll.

26. No member shall be entitled to vote at any general meeting unless all money's immediately payable by him/her to the Company have been paid.

27. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the voter objected to is given or tendered, any 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.

BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS

28. A member of the Company may by annual resolution of its directors or other governing body authorise such person(s) as it thinks fit to act as its representative to meetings of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he/she represents as that body corporate could exercise if it were an individual member of the company.

ANNUAL SUBSCRIPTIONS

29. The members of the board of Management shall be entitled from time to time to determine any Annual Subscriptions to be payable by any member of the Company. Such subscriptions shall be payable in advance of the 1st day of April in each year. An organisation becoming a member of the Company after the 1st day of April in any year may be required by the Board of Management to pay the entire Annual Subscription in respect of that year. In the event that any member shall cease to be a member prior to 1st day of April in any year that member shall not be entitled to any rebate of its Annual Subscription paid for that year.

MEMBERS OF THE BOARD OF MANAGEMENT

30 (a) The number of Members of the Board of Management and the names of the first members of the Board of Management shall be determined in writing by the subscribers of the Constitution or a majority of them.

(b) The Board of Management will consist of Class A Directors and Class B Directors.

(c) The minimum number of members of the Board of Management will be 3 and these will not be related to each other and will be independent of each other. The maximum number of members of the Board of Management shall be 13.

(d) A maximum of 5 members of the Board of Management shall at all times have a Domestic Violence Support Services' background and be nominated by the members at the Annual General Meeting as Class A Directors. Such directors shall hold office for a maximum of two consecutive terms of three years. The remaining 8 members of the Board of Management will be appointed by the Board as Class B Directors. Such directors shall hold office until the next AGM of the company when they shall retire and be eligible for re-election by the Board.

31. Once elected to the Board of Management, the Board of Management member will cease to be the representative of any

member and the member will be requested to nominate another representative.

RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP

32. (a) A member may by notice in writing to the Secretary of the Company resign his/her membership of the Company.

(b) Membership of the Company shall automatically cease on the winding up of the member organisation.

(c) If any member shall refuse or wilfully neglect to comply with any of these Articles of the Constitution or shall have been guilty of such conduct as in the opinion of the members of the Board of Management either shall have rendered him/her unfit to remain a member of the Company or shall be injurious to the Company or if the members of the Board of Management shall for any other good reason require that a member shall be expelled such members may by a Resolution of the Board of Management be expelled from membership provided that he/she shall have been given notice of the intended resolution for his/her expulsion and shall have been afforded an opportunity of giving orally or in writing to the Board of Management any explanation or defence as he/she may think fit.

(d) Every member shall be bound to use all reasonable endeavours to further the objects and interests of the Company.

Notice under this Article shall be deemed to have been served if it is sent by post in accordance with the provisions set out in Article 65 of these Articles whether or not it is actually received by the member intended to be served with such notice.

BORROWING POWERS

33. The Board of Management may exercise all the powers of the Company to borrow money and to mortgage or charge it's undertaking and property or any part thereof, and 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.

POWERS AND DUTIES OF BOARD OF MANAGEMENT

34. The business of the Company shall be managed by the Board of Management, who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by the Act or Articles required to be exercised by the Company in general meeting subject nevertheless to the provision of the Act and these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in

general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Board of Management which would have been valid if that direction has not been given.

35. The Board of Management may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Board of Management to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Board of Management and 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 of Management may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him/her.

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

37. The Board of Management shall cause minutes to be made in books provided for the purpose: -

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

DISQUALIFICATION OF BOARD OF MANAGEMENT MEMBERS

38. The Office of Board of Management member shall be vacated if the Board of Management member: -

- (a) holds any office or place of profit under the Company; or
- (b) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his/her creditors generally; or
- (c) becomes prohibited from being a Board of Management member by reason of any order made under the Act; or
- (d) becomes of unsound mind; or
- (e) resigns his/her office by notice in writing to the Company; or

(f) is convicted of an indictable offence unless the Board of Management otherwise determine;

or

(g) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his/her interest in manner required by section 231 of the Act.

(h) Is an elected member of any local authority or of either house of the Oireachtas.

VOTING ON CONTRACTS

39. A Board of Management member may not vote in respect of any contract in which he/she is interested or any matter arising there out.

ROTATION OF DIRECTORS

40. A retiring Class A Director of the Board of Management member shall be eligible for reelection once. An elected Class A Director of the Board of Management member's term of office shall be three years until close of the third Annual General Meeting. A Class A Director of the Board of Management member shall serve no more than two consecutive terms of office.

41. The Company, at the meeting at which a Class A Director Member of the Board of Management retires in accordance with 30 (d), may fill the vacated office by electing a person thereto, and in default the retiring member of the Board of Management shall, if offering him/herself for re-election (subject to regulation 30 (d) hereof), be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such member of Board of Management has been put to the meeting and lost.

42. No person other than a member of the Board of Management retiring at the meeting shall, unless recommended by the Board of Management, be eligible for re-election to the office of member of the Board of Management at any general meeting unless, not less than three nor more than 21 days before the date appointed for the meeting, there has been left at the office in writing, signed by a Member duly qualified to attend and vote at the meeting for which notice is given, of his/her intention to propose such a person for election, and also notice in writing signed by that person of his/her willingness to be elected.

43. The Company may from time to time by ordinary resolution increase or reduce the number of members of the Board of

Management, and may also determine in what rotation the increased or reduced number is to go out of office.

44. The members of the Board of Management shall have power at any time, and from time to time, to appoint any person as a Class B Director to be a member of the Board of Management either to fill a casual vacancy or as an addition to the existing members of the Board of Management, but so that the total number of members of the Board of Management shall not at any time exceed the number fixed in accordance with Article 30. Any Class B Director so appointed shall hold office only until the next Annual General Meeting, and shall then be eligible for re-election by the Board, but shall not be taken into account in determining the Members of the Board of Management who are to retire by rotation at such meeting.

45. The Company may by ordinary resolution of which extended notice given in accordance with Sections 146 and 396 of the Act remove any Member of the Board of Management before the expiration of his/her period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Member of the Board of Management. Such removal shall be without prejudice to any claim such Member of the Board of Management may have for damages for breach of any contract of service between him/her and the Company.

PROCEEDINGS OF BOARD OF MANAGEMENT

46. The members of the Board of Management may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Where there is any equality of votes, the Chairperson shall have a second or casting vote. A member of the Board of Management may, and the Secretary on the requisition of a member of the Board of Management shall, at any time summon a meeting of Board of Management. If the members of the Board of Management so resolve it shall not be necessary to give notice of a meeting of the Board of Management to any member of the Board of Management who being resident in the State is for the time being absent from the State.

47. The quorum necessary for the transaction of the business of the members of the Board of Management may be fixed by the members of the Board of Management and unless so fixed shall be five.

48. The continuing members of the Board of Management 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 the Articles of the Company as the necessary

quorum of members of the Board of Management, the continuing members of the Board of Management may act for the purpose of increasing the number of members of the Board of Management to that number or of summoning a general meeting of the Company, but for no other purpose.

49. A Class B Director Board of Management member may vote at meetings of the Board of Management as a member of the Board of Management with a right to receive notice to attend and speak at meetings of the Board of Management and to be counted in the quorum. A Class B Director Board of Management member shall hold office for as long as the Board of Management considers his/her expertise/skills as relevant, or until the close of the Annual General Meeting following his/her appointment, whichever is the sooner. He/She shall be eligible to be reelected by the Board for a maximum of three further years.

50. The members of the Board of Management may elect a Chairperson of their meetings and determine the period for which he/she is to hold office, but, if no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the same, the members of the Board of Management present may choose one of their number to be Chairperson of the meeting.

51. The members of the Board of Management may delegate any of their powers to committees consisting of such member or members of the Board as they think fit; any committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on it by the members of the Board of Management.

52. A committee may elect a Chairperson of its meetings; if no such Chairperson is elected, or if at any meeting the Chairperson is not present within 15 minutes after the time appointed for holding the same, the members present may choose one of their numbers to be Chairperson of the meeting.

53. A committee may meet and adjourn as it thinks proper. Questions arising at any meetings shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairperson shall have a second or casting vote.

54. All acts done by any meeting of the members of the Board of Management or of a committee of members of the Board of Management or by any person acting as a member of the Board of Management shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Board of Management or person acting as

aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Board of Management.

55. A resolution in writing, signed by all the members of the Board of Management 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.

SECRETARY

56. The Secretary shall be appointed by the members of the Board of Management for such term and upon such conditions as they think fit; and any Secretary so appointed may be removed by them.

57. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a member of the Board of Management and the Secretary shall not be satisfied by its being done by or to the same person acting both as member of the Board of Management and as, or in place of, the Secretary.

THE SEAL

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

ACCOUNTS

59. The members of the Board of Management shall cause proper books of accounts to be kept relating to: -
(a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
(b) all sales and purchases of goods by the Company; and
(c) the assets and liabilities of the company.
Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

60. The books shall be kept at the office or, subject to the provisions of the Act, at such other place as the members of

the Board of Management think fit, and shall at all reasonable times be open to the inspection of the members of the Board of Management.

61. The members of the Board of Management shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being members of the Board of Management, and no member (not being a member of the Board of Management) shall have any right of inspecting any account or book or document except as conferred by statute or authorised by the members of the Board of Management or by the Company in general meeting.

62. The members of the Board of Management shall from time to time in accordance with the provisions of the Act cause to be prepared and to be laid before the Annual General Meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by those Sections to be prepared and laid before the Annual General Meeting of the Company.

63. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Annual General Meeting of the Company together with a copy of the Board of Management's report shall not less than 21 days before the date of the Annual General Meeting, be sent to every person entitled under the provisions of the Act to receive them.

AUDIT

64. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

NOTICES

65. A notice may be given by the Company to any member either personally or by sending it by post to him/her to his/her registered address. 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 effected in the case of the notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at which the letter would be delivered in the ordinary course of post. Notice of every general meeting shall be given in any manner hereinbefore authorised to: -

- (a) every member

(b) every person 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;

and

(c) the Auditor for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.