

**Companies Act 2014**

**CONSTITUTION  
OF  
THE DUBLIN RAPE CRISIS CENTRE**

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**MEMORANDUM OF ASSOCIATION**

1. The name of the Company is THE DUBLIN RAPE CRISIS CENTRE.
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 are to provide counselling and other supports to the victims of sexual violence and to promote the elimination of tolerance of sexual violence in Irish society.
4. The following objects set out hereafter are exclusively subsidiary and ancillary to the main object set out above and these objects are to be used only for the attainment of that main object and any income generated therefrom is to be applied for the main object only:
  - (a) To provide education and training services for professionals and agencies who come across sexual abuse in the course of their work.
  - (b) To help persons who have been damaged physically and mentally by sexual abuse.
5. In furtherance of the main object the Company shall have the following powers:
  - (a) To lease, sub-lease, purchase, hold, sell, rent, mortgage, manage and develop and otherwise deal with land of any tenure necessary or expedient for the purpose of the Company.
  - (b) To employ persons for the carrying out of the purposes of the Company.

- (c) To furnish and provide the Company's property with such furniture, implements, machinery and conveniences as the Company may think desirable.
- (d) To raise funds and to help raise funds for any charitable purpose.
- (e) To carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above objects or any of them or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests.
- (f) 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.
- (g) To acquire by purchase, exchange, lease, fee farm grant or otherwise, either from an estate in fee simple or for any less estate or other estate or interest, whether immediate 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.
- (h) 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.
- (i) To purchase otherwise acquire and carry on the whole or any part of the business, property, goodwill and assets of any company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be conveniently carried on in connection with the same, or may seem calculated

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

- (j) To promote any company for the purpose of acquiring all or any of the property or liabilities of the Company, or of 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 seem directly or indirectly calculated to benefit the Company.
- (k) To accumulate capital for any of the purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally. Prior permission is to be obtained from Revenue where it is intended to accumulate funds for a period in excess of 2 years.
- (l) 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 objects or any of them, 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.
- (m) 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, 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.

- (n) To create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the Company, or for depreciation of works or stock, or any other purpose of the Company.
- (o) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company, or to the wives, children or other relatives of such person 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 or benevolent objects or for any exhibition or for any public, general or useful object.
- (p) To subscribe or guarantee money for any charitable object, or for any exhibition.
- (q) To promote freedom of contract and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, union, association or party and to contribute to the funds thereof, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company's or any other trade or business or providing or safeguarding against the same, or resisting or opposing any strike movement or organisation which may be thought detrimental to the interests of the Company or its employees and to subscribe to any association or fund for any such purposes.
- (r) To procure the Company to be registered or recognised in any foreign country, colony, dependency or place.
- (s) To pay all 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.
- (t) 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 or in partnership or conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's business by any person or company.
- (u) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

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.

5. The liability of the members is limited.
6. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and 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.
7. The income and property of the Company shall be applied solely towards the promotion of main objects 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) reasonable and proper remuneration to any member or servant of the Company 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) 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. No amendments of any kind shall be made to the provisions of clauses 7 and 11 of the memorandum of association and no amendments shall be made to the memorandum and articles of association to such extent that they would alter the effect of clauses 7 and 11 of the memorandum of association, such that there would be non-compliance with the requirements of section 1180 of the Companies Act 2014.
9. Yearly audited accounts will be maintained for inspection by the Revenue Commissioners, at their request.
10. 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.
11. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other company or companies (being a charitable institution or institutions) having main objects similar to the main objects of the Company. The company or companies (being a charitable institution or institutions) to which the property is to be given or transferred shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 7 hereof. Members of the Company shall select the company or companies (being a charitable institution or institutions) at or before the time of dissolution. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

## COMPANIES ACT 2014

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### ARTICLES OF ASSOCIATION OF THE DUBLIN RAPE CRISIS CENTRE

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#### PRELIMINARY

1. The regulations contained herein constitute the entire regulations of the Dublin Rape Crisis Centre (the “**Company**”) and the “optional provisions” (as that term is defined in Section 1177 of the Companies Act 2014) do not apply to the Company.
2. In these Articles:-

“Act” means the Companies Act 2014;

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

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

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

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

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



3. The number of members of the Company shall not be less than eight and not more than fifteen.
4. The existing members of the Company at the date of adoption of these Articles and such other persons as the Directors shall admit to membership from time to time in accordance with these Articles shall be members of the Company and shall be entered in the Register of Members accordingly.
5. No person shall be admitted to membership of the Company unless:
  - (a) he or she has signed and delivered to the Chairperson an application for admission framed in such terms as the Board may from time to time prescribe; and
  - (b) he or she has also consented to be a Director of the Company.
6. A member shall immediately cease to be a member of the Company upon the happening of any one of the following events:
  - (a) if he or she resigns as a member by notice in writing to the Company;
  - (b) if he or she ceases to be a Director of the Company for any reason.

#### **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.  
  
(2) Subject to Article 7, the annual general meeting shall be held at such a time and at place in the State as the Directors shall appoint.

9. All general meetings other than annual general meetings shall be called extraordinary general meetings.
10. The Directors 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 1203 of the Act. If at any time there are not within the State sufficient Directors capable of acting to form a quorum any Director or any two members of the 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 Directors.

#### **NOTICE OF GENERAL MEETINGS**

11. An annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least and a meeting of the Company (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called by 7 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, the 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.
12. The accidental omission to give notice of a meeting to or the non-receipt of notices of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

13. 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 financial statements and the reports of the Directors and Auditors, the review by the members of the Company's affairs, the election and re-election of Directors, the appointment or re-appointment of Auditors, and the authorisation of the Directors to fix the remuneration of the Auditors.

14. 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, five 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 Directors may determine, and if at the adjourned meeting a quorum is not present within a 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 Directors shall preside as Chairperson at every general meeting of the Company, or if there is no such Chairperson, or 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.
17. If at any meeting no Director is willing to act as Chairperson 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 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 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 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;
  - b) by at least three members present in person or by proxy; or
  - c) by any member or members present in person and representing not less than ten per cent of the total voting rights of all the 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 the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn by the person or persons who have made the demand.

20. Except as provided in Article 22 if a poll is duly 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 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 question shall be taken at such time as the Chairperson of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
23. A resolution in writing signed by all the members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at 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.

#### **VOTE OF MEMBERS**

24. Every member shall have one vote.
25. A member of unsound mind, or a member who has made an enduring power of attorney or a member in respect of whom an order has been made by any Court having jurisdiction in cases of unsound mind may vote, whether on a show of hands or on a poll, by his or her committee, donee of an enduring power of attorney, receiver, guardian, or other person appointed by that Court. Any such committee, donee of an enduring power of attorney, receiver, guardian, or other person may vote by proxy, whether on a show of hands or on a poll.

26. No member shall be entitled to vote at any general meeting unless all moneys immediately payable by him or 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 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.
28. Votes may be given either personally or by proxy.
29. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy must be a member of the Company.
30. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, or, in the case of a poll not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
31. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit: -

I/We, \_\_\_\_\_ of, **THE DUBLIN RAPE  
CRISIS CENTRE ("the Company")**, in the County of \_\_\_\_\_ being a  
member/members of the above-named Company, hereby appoint  
Of \_\_\_\_\_ or failing him  
Of \_\_\_\_\_ as my/our proxy to vote for me/us on my/our behalf at the  
(annual extraordinary, as the case may be) general meeting of the Company to be held on the  
day of \_\_\_\_\_ and at an adjournment thereof.  
Signed this \_\_\_\_\_ day of \_\_\_\_\_

32. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
33. A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### **BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS**

34. Any body corporate which is a member of the Company may by resolution of its directors or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member of the Company.

#### **ANNUAL SUBSCRIPTIONS**

35. The Directors shall be entitled from time to time to determine any annual subscription to be payable by any member of the Company. Such subscription shall be payable in advance on the last day of January in each year. A person becoming a member of the Company after the last day of January in any-year may be required by the Directors to pay the entire annual subscription in respect of that year. In the event that any member shall cease to be a member prior to the 1<sup>st</sup> day of January in any year that member shall not be entitled to any rebate of his annual subscription shall pay for that year.

#### **DIRECTORS**

36. The number of Directors, from time to time, shall be not less than eight and not more than fifteen.

#### **BORROWING POWERS**

37. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue 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 DIRECTORS**

38. The business of the Company shall be managed by the Directors, who 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 Act or by this Constitution required to be exercised by the Company in general meeting subject to:
- (a) the provisions of the Act;
  - (b) any regulations contained in this Constitution;
  - (c) such directions, being not inconsistent with the aforesaid provisions or regulations, as may be given by the Company in general meeting; but no direction given by the Company in general meeting shall invalidate any prior acts of the Directors which would have been valid if that direction had not been given.
39. The Directors 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 Directors 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 Directors 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 Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers authorities and discretions vested in him.
40. 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 and in such manner as the Directors shall from time to time by resolution determine.
41. The Directors shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the Directors;
  - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;

- (c) of all resolutions and proceedings at all meetings of the Company, and of the Directors and of committees of Directors.

### **DISQUALIFICATION OF DIRECTORS**

42. The office of Director shall be vacated if the Director:-
- (a) holds any office or place of profit under the Company; or
  - (b) is adjudged bankrupt, or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction or makes any arrangement or composition with his or her creditors generally; or
  - (c) becomes or is deemed to be subject to a disqualification order within the meaning of Chapter 4 of Part 14 of the Act; or
  - (d) a declaration of restriction is made in relation to the Director;
  - (e) the health of the Director is such that he or she can no longer be reasonably regarded as possessing an adequate decision making capacity; or
  - (g) resigns his or her office by notice in writing to the Company; or
  - (g) is convicted of an indictable offence, unless the Directors determine otherwise; or
  - (h) the Director is for more than 6 months absent, without the permission of the Directors, from meetings of the Directors held during that period; or
  - (i) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his or her interest in manner required by the Act; or
  - (j) the Director ceases to be a member of the Company for any reason.
43. In addition the office of a Director shall be vacated if the Director shall have been guilty of such conduct which in the opinion of the Board either shall have rendered him or her unfit to remain as a Director of the Company and/or shall be injurious to the Company or if the Board shall for any other good reason require that a Director be removed from office and the Board has resolved by a majority of two-thirds of the Directors present and voting (the Director the subject of the resolution not having a vote) that such Director be removed from office provided that he or she shall have been given notice of the intended resolution and shall have been afforded a reasonable opportunity of giving orally or in writing to the Board any explanation or defence in answer to the proposed resolution.

### **VOTING ON CONTRACTS**



44. A Director may not vote in respect of any contract in which he is interested or any matter arising out of it.

#### **ROTATION OF DIRECTORS**

45. At each annual general meeting those Directors for whom that meeting shall be the third annual general meeting following the date on which they were appointed as Directors shall retire from office as Directors.
46. A retiring Director shall be eligible for re-election but so that no Director shall be a Director for more than nine consecutive years.
47. The Company, at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself or herself for re-election and provided that he or she is eligible for re-election under Article 46, 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 Director has been put to the meeting and lost.
48. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting unless, not less than three or more than 21 days before the date appointed for the meeting, there has been left at the Company's registered office notice in writing signed by a member duly qualified to attend and vote at the meeting for which notice is given of his or her intention to propose such a person for election and also notice in writing signed by that person of his or her willingness to be elected.
49. The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
50. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next annual general meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation.

51. The Company may by ordinary resolution of which extended notice has been given in accordance with Section 146 of the Act remove any Director before the expiration of his or her period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him or her and the Company.
52. The Company may by ordinary resolution appoint another person in place of a Director removed from office under Section 146 of the Act. Without prejudice to the powers of the Directors under Article 50 the Company in general meeting may appoint any person to be a Director, either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such vacancy shall be subject to retirement at the same time as if he or she had become a Director on the day on which the Director in whose place he or she is appointed was last elected a Director.

#### **PROCEEDINGS OF DIRECTORS**

53. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes, the Chairperson shall have a second or casting vote. A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who being resident in the State is for the time being absent from the State.
54. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be five.
55. The continuing 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 the Articles of the Company 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.
56. The Directors may elect a Chairperson of their meetings who shall hold office as Chairperson for a term of three years unless the Directors determine otherwise. 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 Directors present may choose one of their number to be Chairperson of the meeting.

- 57 The Directors may delegate any of their powers to committees consisting of such members of the Board or other persons as they think fit provided that at least one Director shall sit on a committee. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors. The Remuneration Committee shall only consist of Directors.
- 58 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 five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairperson of the meeting.
59. 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 present, and when there is an equality of votes, the Chairperson shall have a second or casting vote.
60. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director 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 Director.
61. 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.
62. A meeting of the Directors or of any committee of the Company 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 to (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; and
  - (a) A Director or member of the committee taking part in such conference shall be deemed to be present at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and

- (b) Such meeting shall be deemed to take place (i) where the largest group of those participating in the conference is assembled; (ii) if there is no such group, where the chairperson of the meeting is; (iii) if neither (i) or (ii) applies, in such location as the meeting itself decides.

#### **SECRETARY**

63. The Secretary shall be appointed by the Directors for such term and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
64. A provision of the Act 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 Director and as, or in place of, the Secretary.

#### **THE SEAL**

65. The seal shall be used only by the authority of the Director or of a committee of Directors authorised by the Directors 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 Directors for the purpose.

#### **ACCOUNTING RECORDS AND FINANCIAL STATEMENTS**

66. The Directors shall cause accounting records to be kept such that are sufficient to: -
- (a) correctly record and explain the transactions of the Company;
  - (b) enable, at any time, the assets, liabilities, financial position and profit or loss of the Company to be determined with reasonable accuracy;
  - (c) enable the directors to ensure that any financial statements of the Company, required to be prepared under the Act, and any directors' report required to be prepared under the Act, comply with the requirements of the Act and, where applicable, Article 4 of the IAS Regulation; and
  - (d) enable those financial statements of the Company so prepared to be audited.

Proper accounting records shall not be deemed to be kept if there are not kept such accounting records as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

67. Subject to the Act, the Company's accounting records shall be kept at the registered office of the Company or at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection without charge of the Directors and by other person entitled pursuant to the Act to inspect the accounting records of the Company.
68. 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 or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any financial statements or accounting records or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.
69. The Directors shall from time to time in accordance with the Act cause to be prepared and to be laid before the annual general meeting of the Company such financial statements and reports as are required by the Act to be prepared and laid before the annual general meeting of the Company.
70. 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 Directors' report and Auditors' 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**

71. Auditors shall be appointed and their duties regulated in accordance with the Act.

#### **NOTICES**

72. A notice required or authorised to be served on or give to a member of the company pursuant to a provision of the Act or these Articles of Association shall, save where the means of serving or giving it specified in Article 72(d) is used, be in writing and may be served on or given to the member in one of the following ways:

- (a) by delivering it to the member,
- (b) by leaving it at the registered address of the member;
- (c) by sending it by post in a prepaid letter to the registered address of the members; or
- (d) by electronic means; and

each of the members of the company hereby consent to the use of electronic means in the form of email to serve or give notices in relation to them and further agrees to provide the Company with an email address to which notices may be served or given.

73. Any notice served or given in accordance with Article 72 shall be deemed, in the absence of any agreement to the contrary between the Company (or, as the case may be, the officer of it) and the member, to have been served or given:
- (a) in the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);
  - (b) in the case of its being left, at the time that it is left;
  - (c) in the case of its being posted (to an address in the State) on any day other than a Friday, Saturday or Sunday, 24 hours after despatch and in the case of its being posted (to such an address) –
    - (i) on a Friday – 72 hours after despatch; or
    - (ii) on a Saturday or Sunday – 48 hours after despatch;
  - (d) in the case of electronic means being used in relation to it, twelve hours after despatch, but this Regulation is without prejudice to section 181(3) of the Act.
74. Notice of every general meeting shall be given in any manner hereinbefore authorised to
- (a) every member;
  - (b) the Directors and secretary of the Company; and
  - (c) the Auditors for the time being of the Company.

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