

COMPANIES ACT 2014

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COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

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**CONSTITUTION**

-of-

**ROTHA**

**Updated in 2017**

**MEMORANDUM OF ASSOCIATION**

1. The name of the Company is ROTH A.
2. Roth a is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
3. (a) The main objects for which the company is established are to promote, develop and support community and voluntary organisations providing public benefit work in Ireland by:-
  - (i) assessing the educational and training needs of such groups, particularly those who work with disadvantaged or vulnerable individuals in Ireland;
  - (ii) providing education, training and information to meet the needs and facilitate the improvement of organisational practice of such groups;
  - (iii) communicating with the public and policy makers about the work of such groups and the important benefits of participation in community and civic life; and
  - (iv) bringing together community and voluntary groups and statutory authorities to facilitate co-operation in the furtherance of any of the above purposes.
- (b) 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 objects and which powers may only be exercised in promoting the main objects. Any income generated by the exercise of these powers is to be applied to the promotion of the main objects:-

- (i) The development and implementation of programmes designed to fulfil the needs of community, voluntary and charity bodies.
- (ii) The provision of back-up services to the needs and requirements of community and voluntary bodies.
- (iii) The raising of funds and the assistance in raising funds for the Company's main objects.
- (iv) The encouragement of people involved in community and voluntary bodies and the provision of places and facilities for courses, seminars and functions for such people.
- (v) The furnishing and provision of the Company's property with such furniture, implements, machinery and conveniences as may be thought desirable.
- (vi) To purchase, lease, exchange, take over or by any other means whatsoever acquire any lands, buildings, hereditaments and other property of every description and of any tenure and wheresoever situated and any right or interest therein.
- (vii) To undertake and carry into effect all such financial, commercial, trading or other operations in connection with the businesses of the Company as may be deemed expedient.
- (viii) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company or its businesses.
- (ix) To lend and advance money or give credit to persons, firms or companies and on such terms as may seem expedient, and to give guarantees or become security for any such persons, firms or companies.
- (x) To accept grants and to borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure or guarantee the performance by the Company of any obligation or liability it may undertake.
- (xi) To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments, and to buy, sell or otherwise deal in the same.
- (xii) To subscribe for, take purchase or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to the main objects of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit this company.

- (xiii) To guarantee the payment or performance of any debts, contracts or obligations, or become security for any person, firm or company, for any purpose whatsoever, and to act as agents for the collection, receipt or payment of money, and generally to act as agents for and render services to customers and others, and generally to give guarantees and indemnities.
- (xiv) To make experiments in connection with any business of the Company and to apply for or otherwise acquire in any part of the world any patents, patent rights, brevets d'invention, trademarks, licences, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (xv) To invest in such ways as shall seem desirable to the Directors any moneys of the Company not immediately required for the use in connection with its main object and to place any such moneys on deposit with bankers and others; subject nevertheless as regards the making of investments to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided; prior permission to be obtained from the Revenue Commissioners where the Company intends to accumulate funds over a period in excess of two years for any purpose.
- (xvi) To enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise), or any corporations, companies or persons that may seem conducive to the attainment of the Company's main objects and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and concessions which the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges, and concessions.
- (xvii) To remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment to him/her or them of shares or securities of the Company credited as paid in full or in part or otherwise.
- (xviii) To pay out of the funds of the Company all expenses which the Company may lawfully pay incident to the formation, registration and advertising or of raising money for the Company and the issue of its capital, or for contributing to or assisting any issuing house or firm or person either issuing or purchasing, with a view to issuing, all or any part of the Company's capital in connection with the advertising or offering the same for sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or debenture stock.
- (xix) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the company

and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.

- (xx) To procure the Company to be registered or recognised in any foreign country, dependency or place.
- (xxi) To promote any other company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of this Company or of undertaking any business or operations which may appear likely to assist or benefit this Company or to enhance the value of any property or business of this Company, and to place or guarantee the placing, or underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (xxii) To sell, lease, mortgage or otherwise dispose of all or any part of the property, assets or undertakings of the Company, for such consideration as the Company may think fit, and in particular for shares, whether fully or partly paid up, debentures or securities of any other company whether or not having objects altogether or in part similar to those of this Company.
- (xxiii) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors, or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise; to do all such other things as may be deemed incidental or conducive to the attainment of the main objects.

It is hereby expressly declared that each sub-clause of clause 3 shall be construed independently of the other sub clauses and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub-clause, it being understood, however, at all times that the said objects shall be subsidiary to and exclusively in furtherance of the objects set out in clause 3 above.

- 4. The liability of the members is limited.
- 5. Every member of the company undertakes to contribute to the assets of the company in the event of it being wound up while s/he is a member, or within one year afterwards, for the payment of the debts and liabilities of the company contracted before s/he ceases to be a member and of the costs, charges and expenses of winding up and for adjustments of the rights of the contributories amongst themselves, such amount as may be required not exceeding EUR1.27.

#### Income and Property

- 6. 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.

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).

#### Winding up

7. 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 6 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.

#### Keeping of Accounts

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

#### Additions, alterations or amendments

9. The Company must ensure that the Charities Regulator has a copy of its most recent Constitution. If it is proposed to make an amendment to the Constitution of the Company which requires the prior approval of the Charities Regulator and/or the Revenue Commissioners, advance notice in writing of the proposed changes must be given to the Charities Regulator and/or the Revenue Commissioners for approval, and the amendment shall not take effect until such approval is received.
10. No amendments of any kind shall be made to the provisions of Clauses 6 and 7 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 6

and 7 of the memorandum of association, such that there would be non-compliance with the requirements of Section 971 and Section 1180 of the Companies Act 2014.

We, the several persons whose names, addresses and descriptions 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

Mary Redmond, 36 Wellington Road, Ballsbridge, Dublin 4  
(Solicitor)

June Leach, 12 Edwards Court, Rathfarnham, Dublin 16  
(Legal Secretary)

Mrs Mary Redmond, 26 Anna Villa, Ranelagh, Dublin 6  
(Housewife)

Geraldine Montgomery, 29 Fosterbrook, Stillorgan Road, Co Dublin  
(Lecturer)

Jennifer Bulbulia, 30 Merrion Court, Ballsbridge, Dublin 4  
(Student)

Patrick Ussher, The Old Rectory, Shillelagh, Co Wicklow  
(Writer)

Catherine Redmond, 17 Ashbrook House, Sallymount Avenue,  
Ranelagh, Dublin 6  
(Teacher)

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Dated this 8<sup>th</sup> day of February 1999

Witness to the above signatures:

Elizabeth Cox  
94 Shanard Road  
Santry, Dublin 9

## ARTICLES OF ASSOCIATION

OF

ROTHA

(As adopted by Special Resolution dated 27 June 2017)

### PRELIMINARY

1. In these presents, if not inconsistent with the subject or context, the words set out in the first column of the table below shall bear the meanings set opposite to them respectively in the second column thereof:

“the Company”	shall mean this Company;
“the Act”	shall mean the Companies Act 2014 (as amended from time to time);
“Directors”	shall mean the persons appointed as directors of the Company pursuant to these Articles;
“Office”	shall mean the registered office for the time being of the Company;
“Seal”	shall mean the common seal of the Company;
“Secretary”	shall mean any person appointed to perform the duties of the secretary of the Company and shall include any temporary assistant or acting secretary;
“Ireland”	shall mean the territory of the Republic of Ireland;
“Month”	shall mean calendar month;
“Year”	shall mean calendar year;
“in writing”	shall mean written or produced by any substitute for writing, or partly one and partly another.

2. Expressions in these Articles referring to writing shall be construed, unless the contrary intention appears, as including references to email, facsimile, printing, lithography, photography and any other modes of representing or reproducing words in a visible form provided however that it shall not include writing in any other electronic form except as provided in these Articles and/or where it constitutes writing in electronic form sent to the Company, the Directors have approved its receipt in such form. Expressions in these Articles referring to execution of any document shall include any mode of execution under seal or under hand or any mode of electronic signature as shall be approved by the Directors. Expressions in these Articles referring to receipt of any electronic communications shall, unless the contrary intention appears, be limited to receipt in such manner as the Directors have approved.

3. In these Articles, unless there be something in the subject or context inconsistent with such construction:
  - (a) the use of the word “address” in relation to electronic communications includes any number or address used for the purpose of such communications;
  - (b) words importing the singular number shall include the plural number and vice versa;
  - (c) words importing the masculine gender only shall include the feminine gender;
  - (d) the word “may” shall be construed as permissive and the word “shall” shall be construed as imperative;
  - (e) words importing persons only shall include companies or associations or bodies of persons, whether corporate or not; and
  - (f) references to enactments and to sections of enactments shall include reference to any modifications or re-enactments thereof for the time being in force.

### **MEMBERSHIP**

4. The subscribers to the Memorandum of Association and such other persons who meet the membership terms as set down in the document entitled the Terms of Membership of The Wheel, as may be amended by the Directors from time to time (the “**Terms of Membership of The Wheel**”), shall be the members of the Company and shall be entered in the register of members kept in accordance with Section 1201 of the Act.
5. Membership of the Company shall cease:
  - (a) on the member’s death;
  - (b) if the member resigns by notice in writing, to the Secretary at the Company’s Office; or
  - (c) subject to the provisions of Article 6 and Article 7, if the Directors determine that such member has failed to observe the membership terms as set down in the Terms of Membership of The Wheel.
6. A member of the Company who has been determined to have failed to observe the membership terms under the provisions of Article 5(c) shall receive not less than 14 days’ notice in writing of such determination, the proposed cessation of membership and short particulars of the grounds thereof. Such member shall, upon giving notice in writing to the Secretary of his intention to appear, be heard by the Directors, either in person or through his duly authorised agent, at a meeting of the Directors, such meeting being one previously scheduled in the normal course of business or a meeting called specifically for the purpose of hearing such member. Alternatively, or in addition, the relevant member may submit a written statement which shall be taken into consideration by the Directors in making their determination of cessation of membership. The relevant member shall not be present for the Directors’ vote on such cessation of membership or take further part in the proceedings otherwise than as the Directors shall permit.
7. Where membership is ceased by determination of the Directors in accordance with Articles 5(c) and 6, the former member may appeal the decision of the Directors to the membership of the Company at a General Meeting in accordance with the following:



- (a) the appeal shall take the form of a special resolution for the re-instatement of membership of the relevant former member at the next General Meeting of the Company;
- (b) the intention to make an appeal must be notified by the former member to the Directors and Secretary in writing within five business days of the determination of cessation of membership by the Directors;
- (c) upon such notice, the Secretary shall notify the former member of the date of the next General Meeting of the Company then scheduled, noting that if another General Meeting is called, the appeal shall be tabled at such earlier meeting;
- (d) the former member and the Directors will be provided with equal opportunities to address the membership in relation to the reasons to re-instate the member or maintain the Directors' decision to cease membership respectively; and
- (e) where the membership passes a special resolution to re-instate the former member, such former member's re-instatement shall be effective immediately; however, no retroactive membership rights shall apply for the period during which the membership was ceased; or
- (f) where the membership does not pass a special resolution to re-instate the former member, such decision is final and no further rights of appeal apply.

#### **MEETINGS OF THE COMPANY**

- 8. An Annual General Meeting shall be held not more than eighteen months after the incorporation of the Company and subsequently once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Board. All other General Meetings shall be called Extraordinary General Meetings.
- 9. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and an Extraordinary General Meeting may also be convened on such requisition as is provided by Section 1203 of the Act. If at any time there are not within Ireland sufficient Directors to form a quorum, any of the Directors may convene such a meeting.
- 10. The Directors of the Company shall, on the requisition of one or more members holding, or together holding, at the date of the deposit of the requisition, not less than 10% of the total voting rights of all the members having, at the date of the deposit, the right to vote at general meetings of the Company, forthwith proceed duly to convene an extraordinary general meeting of the Company.
- 11. The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.
- 12. If the Directors do not within 21 days after the date of the deposit of the requisition proceed duly to convene a meeting to be held within 2 months after that date (the "requisition date"), the requisitionists, or any of them representing more than 50% of the total voting rights of all of them, may themselves convene a meeting but any meeting so convened shall not be held after the expiration of 3 months after the requisition date.

13. Any reasonable expenses incurred by the requisitionists by reason of the failure of directors duly to convene a meeting shall be repaid to the requisitionists by the company and any sum so repaid shall be retained by the company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the Directors as were in default.
14. For the purposes of Articles 10 to 13, the Directors shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened a meeting if they do not give such notice of it as is required by Section 181 of the Act.
15. Such members of the public may be admitted to any General Meeting of the Company as the Directors may decide. Any members of the public wishing to attend such General Meeting must notify the Directors and Secretary in writing at least 10 business days prior to the date of the relevant General Meeting. Admittance to the General Meeting will be notified to the relevant public applicant not less than 24 hours prior to the start of the General Meeting.
16. Subject to the provision of Section 181 of the Act, 21 days' notice at the least (exclusive of the day upon which the notice was served or deemed to be served but inclusive of the day for which notice was given) specifying the place, the day and the hour of the meeting, and in case of special business the general nature of that business, shall be given in the manner hereinafter mentioned or in such other manner (if any as may be prescribed by the Company in General Meeting) to such as are entitled under the Articles of Association to receive such notice, but with the consent of all the members entitled to receive notice of some particular meeting and of the Auditor, that meeting may be convened by such shorter notice and in such a manner as these members may think fit.
17. The accidental omission to give notice of a General Meeting to, or the non-receipt of a notice by any member shall not invalidate the proceedings of any General Meeting.
18. All business shall be deemed special that it is transacted at an Extraordinary General Meeting, and all the transactions at the Annual General Meeting shall be deemed special with the exception of the consideration of the accounts, balance sheets and the Report of the Directors and of the auditors of the Company (the "**Auditors**"), the fixing of the remuneration of the Auditors and the election of the Directors.
19. 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 a quorum of members shall be fifteen members, present in person or by proxy.
20. If within fifteen minutes of the time appointed for a General Meeting a quorum is not present, the meeting, if convened upon a 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 such other place as the Chairperson may appoint, and if at the resumed meeting a quorum is not present within fifteen minutes from the time appointed for the meeting the members present shall be a quorum.
21. The Chairperson of the Board of Directors shall preside as Chairperson at an Annual General Meeting or Extraordinary General Meeting. If the Chairperson of the Board of Directors is not present at any General Meeting, the Vice Chairperson shall preside as Chairperson and shall have all the powers and rights of the Chairperson. If neither the Chairperson nor the Vice Chairperson is present at the General Meeting, the members present shall choose one of their number to be chairperson of that meeting.
22. The Chairperson, with the consent of any General Meeting at which a quorum is present, may adjourn the meeting from time to time and from place to place, but no business shall

be transacted at the resumed Meeting other than business left unfinished at the meeting from which the adjournment took place, save with the consent of a two-thirds majority of the members present at the resumed Meeting. When a General Meeting is adjourned for thirty days or more notice of the resumed meeting shall be given as in the case of the original meeting.

23. 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 or by proxy, or
  - (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.

24. Except as provided in Article 26 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.
25. 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.
26. 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.
27. Subject to section 193 of the Act a resolution in writing signed by all of the members for the time being entitled to attend and vote on such resolutions at a General Meeting (or being bodies corporate by their duly authorised representatives (subject to Article 29)) 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 may consist of several documents in like form, each signed by one or more persons, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act. Any such resolution shall be served on the Company.
28. Eligibility for voting on the election of Directors shall be those members under Article 4 who are members of the Company on the day that ballots for the election of Directors are required to be returned in accordance with the document entitled the Election Rules as may be amended at a General Meeting from time to time (the “**Election Rules**”).
29. Any corporation which is a member of the Company may authorise such persons as it thinks fit to act as its representative at any meeting or meetings of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the

corporation which s/he represents as that corporation could exercise if it were an individual member of the Company. The corporation shall notify the Company in writing of any persons entitled to exercise the powers of the corporation in relation to Company matters, including the person or persons who will attend any General Meetings on behalf of the corporation.

30. Every member shall have one vote.
31. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in incapacity, may vote, whether on a show of hands or in a poll, by his committee, receiver, guardian, or other person appointed by that Court, and any such committee, receiver, guardian, or other person may vote by proxy on a show of hands or on a poll.
32. 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.
33. Votes may be given either personally or by proxy.
34. 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 need not be a member of the Company.
35. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a 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 proposes 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.
36. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit: -

***[Enter name of the Company here.]***

I/We, \_\_\_\_\_ of in the County of \_\_\_\_\_, \_\_\_\_\_ being \_\_\_\_\_ a member/members of the above named Company, hereby appoint of \_\_\_\_\_ or \_\_\_\_\_ failing \_\_\_\_\_ him/her or \_\_\_\_\_ as my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the case may be) General Meeting of the Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and any adjournment thereof.

**Voting Instructions To Proxy**  
**(choice to be marked with an 'x')**

Description of resolution:	In Favour	Abstain	Against
Unless otherwise instructed the proxy will vote as s/he or she thinks fit.			
Signature of member.....			
Dated: [•].....			

37. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
38. 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.

#### DIRECTORS

39. Unless and until otherwise determined by the members by Special Resolution the number of the Directors shall not be less than three and not more than 12. The first Directors of the Company were the persons named in the statement delivered to the Registrar of Companies pursuant to section 22 of the Act on its incorporation.
40. The Board of Directors shall consist of up to eight elected directors (the “**Elected Directors**”) and up to four co-opted directors (the “**Co-Opted Directors**”), provided however that if there are less than eight Elected Directors at any point in time, the Board may, in its absolute discretion, appoint such additional persons as directors (the “**Additional Co-opted Directors**”), provided that in such instance the total number of Elected Directors and Additional Co-Opted Directors shall not exceed eight.
41. Elected Directors shall serve for a period of three years. A maximum of three of the Elected Directors shall signal their intention to retire each year at the Annual General Meeting of the Company and shall be replaced by those persons who are elected in an open election process by the members of the company. The Directors who retire at the Annual General Meeting shall be chosen from amongst those members of the Board of Directors who have either (a) volunteered to resign, or (b) served on the Board of Directors for a term of three years or more, and in the case of either (a) and (b), who are not serving as an Officer of the Board at the date of that Annual General Meeting. If the number of Directors who meet these criteria is three or less, then all such Directors shall retire. If the number of Directors who meet these criteria is greater than three, then only three of those persons shall retire. In which case, a lottery shall be used to determine which three of those Directors who have completed a term of three years or more on the Board shall resign. If however more than three Directors indicate their intention to retire in writing, such resignations shall be accepted and an equivalent number of directors shall be elected subject to Article 34. In the event of there being less candidates for election than vacant

positions amongst the Elected Directors, the number of positions to be filled at the Annual General Meeting shall be reduced to the same number as there are candidates.

42. Directors may stand for re-election for a second three year term following their first elected term. Directors may stand for third and subsequent three year terms at the discretion of the board of Directors. Any Director requesting to stand for a third or subsequent three year term may not participate in the vote of the other Directors in relation to such request.
43. The procedure of the election of Directors shall be in accordance with the Election Rules. In the event of conflict between the provisions of the Articles of Association and the Election Rules, the Articles of Association shall prevail. A copy of the Election Rules shall be made available to every member of the Company.
44. The Company may by Ordinary Resolution of which extended notice has been given in accordance with the provisions of the Acts, remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director.
45. The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under Article 44 or Article 49 (with the exception of a Director removed in accordance with Article 49(f)), however such person shall hold office only until the next Annual General Meeting when such person shall retire from office but shall be re-eligible for re-election pursuant to the Election Rules at that Annual General Meeting.
46. Co-Opted Directors may be co-opted at the sole discretion of the Board of Directors provided that they are persons who: are qualified to make a substantial contribution to the corporate governance of The Wheel through having regard to their professional/technical expertise, and/or fundraising activities; ability to facilitate liaison with other community and voluntary groupings and/or sectors; and ensuring gender, geographical or sectoral balance on the Board of Directors. Co-Opted Directors shall serve for a period of three years, following which time they are eligible for election pursuant to the Election Rules at the next Annual General Meeting. Co-Opted Directors may be re-appointed for a second or subsequent three year term at the sole discretion of the Board of Directors.
47. The Board of Directors shall have a Chairperson and Vice Chairperson and such other Officers as the Board of Directors may from time to time decide. The Chairperson and Vice Chairperson shall serve for a period of three years. The outgoing Chairperson shall remain in office until the Board meeting immediately following the Annual General Meeting in the year in which they are to resign so as to preside over the election of the new Chairperson. In the event of a casual vacancy arising in respect of the Chairperson, the Vice Chairperson shall serve as Chairperson on a temporary basis until a new Chairperson has been appointed by the Board.
48. The Directors shall not be entitled to payment for their services, but the Board may authorise the payment by the Company to any such Director of any reasonable and proper out-of-pocket expenses incurred by him/her in the performance of his duties or otherwise in connection with the affairs of the Company.
49. A Director shall vacate that office if he:
  - (a) resigns his office by notice in writing to the Company;
  - (b) becomes of unsound mind;

- (c) is adjudged bankrupt in Ireland or Northern Ireland or Great Britain or makes any arrangement with his creditors generally;
- (d) becomes prohibited from being a Director by reason of any order made under Part VII of the Companies Act 1990;
- (e) is convicted of an offence, unless the Board of Directors otherwise determines; or
- (f) if the Directors resolve that he or she should cease to be a Director:
  - (i) on the grounds that, by his or her conduct or actions, he or she has brought the good name of the Company into disrepute; or
  - (ii) on the grounds that, he or she has failed to adopt or promote the principles and policies of the Company; or
  - (iii) on such grounds that, in the opinion of the Directors justifies the cessation of his or her directorship.

Notice in writing of such decision for the cessation of directorship is given to him or her by prepaid post to the address given in the register of members.

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

- 50. The Directors shall pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Acts, or by these Articles required to be exercised by the Company in General Meeting.
- 51. Subject to the control of the General Meeting the Directors shall have the sole and entire responsibility for the management of the business of the Company and may make, alter, or revoke rules and regulations other than the regulations of these Articles (provided that no such rule or regulation shall be made which would amount to such an addition or alteration to these Articles as could only legally be made by Special Resolution of the Company) and may appoint such officers and servants and pay them such salaries and remuneration as the Directors think fit and shall prescribe their respective duties and may remove them.
- 52. The Directors may from time to time delegate any of their powers to Sub-Committees consisting of at least one Director and such members of the Company or other persons as may be appointed by the Directors. However all such Sub-Committees, must be chaired by a Director. Any Sub-Committee so formed shall, in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board of Directors. The meetings and proceedings of any such Sub-Committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board of Directors so far as same are applicable hereto and are not superseded by the provisions of these Articles or any regulation made by the Board of Directors under this Article. The Chairperson of the Board of Directors shall ex officio be entitled to be a member of every committee established by the Directors.
- 53. The Directors shall cause proper minutes in accordance with the Acts to be made of the proceedings of all meetings of the Company and of the Directors and of any Sub-Committee thereof and all business transacted at such meeting and any such Minute of any meeting, if purported to be signed by the chairperson of the next succeeding meeting, shall be conclusive evidence, without further proof, of the facts therein stated.

#### **POWERS OF ATTORNEY**

54. The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.

#### **DISQUALIFICATION OF DIRECTORS**

55. In addition to the circumstances set out in section 148(2) of the Act, the office of Director shall be vacated if a Director ceases to be qualified for the position of charity trustee under section 55 of the Charities Act, 2009.

#### **PROCEEDINGS OF THE DIRECTORS**

56. The Directors shall meet not less than four times per year. Directors may attend meetings in person or, subject to the agreement of the Chairperson, by telecommunications means such that each person may hear and be heard by all other persons attending such meeting. A quorum shall be five persons attending in person or by telecommunications means. 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.
57. A meeting of the Directors shall be called by three days' notice in writing at the least. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice, shall not invalidate the proceedings at that meeting. The Directors may waive the notice requirement for any meeting where the matters to be discussed at such meeting make serving the notice period impractical.
58. Any Director may and the Secretary for the time being of the Company on the requisition of a Director shall, at any time summon a meeting of the Board.
59. If, within fifteen minutes from the time appointed for the meeting, a quorum is not present the meeting, if convened upon the requisition of members of the Board of Directors 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 such other time and place as the Directors may determine.
60. Questions arising at any meeting of the Directors shall be decided by a majority of the votes of those Directors in attendance. When there is an equality of votes the Chairperson shall have a second or casting vote.
61. The Directors may invite persons, whether members of the Company or not, to attend at any meeting, or at any part of any meeting, of the Directors on a consultative basis, but so that such person shall not be entitled to vote at any such meeting.

#### **SECRETARY**

62. The Secretary shall be appointed by the Directors for such term as they think fit and any Secretary so appointed may be removed by them. A Director may be appointed Secretary; however, a provision of the Acts or of 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 Secretary. Such prohibition also applies in the context of delegation to a Director under Article 58.
63. The Secretary will be responsible for overseeing the recording of the meetings of the Directors and that all decisions of the Directors are properly recorded.



64. The Secretary will be responsible to the Directors for ensuring that membership of the Company is fully registered in accordance with the Articles of Association and, subject to Article 5 for overseeing procedures for the promotion and admission of membership of the Company.
65. The Secretary may with the approval of the Directors delegate such of his or her functions as may be appropriate to other persons being Directors, members or staff of the Company.
66. The Directors may delegate to the Secretary their powers in respect of admission to membership of the Company in accordance with stipulated requirements.

### **BORROWING POWERS**

67. The Directors may exercise all of 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 a security for any debt, liability or obligations of the Company or any third party without any limitation as to amount.

### **ACCOUNTS**

68. The Directors shall cause proper books of account to be kept which shall contain:
  - (a) entries from day to day of all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place;
  - (b) a record of the assets and liabilities of the company;
  - (c) a record of all goods purchased, and of all goods sold (except those sold for cash by way of ordinary retail trade), showing the goods and the sellers and buyers in sufficient detail to enable the goods and the sellers and buyers to be identified and a record of all the invoices relating to such purchases and sales;

Proper books of account shall be deemed to be kept if they comply with Section 282(1) and 282(3) of the Act and give a true and fair view of the state of affairs of the company and explain its transactions.

69. The books of account shall be kept at the Office or, subject to Section 283 of the Act, at such other place as the Board of Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.
70. 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.
71. Subject to section 338(1) of the Act, 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 report of the Directors and auditors' report shall be sent, by post, electronic mail or any other means of electronic communication not less than twenty-one days before the date of the Annual General Meeting, to every person entitled under the provisions of the Acts to receive them.

## **THE SEAL**

72. The seal shall be used only by the authority of the Board of Directors or of a Sub-Committee thereof duly authorised by the Directors in that behalf and every instrument to which the Seal shall be affixed shall be countersigned by two Directors or one Director and the Secretary.
73. Any instrument in electronic form to which the Seal is required to be affixed, shall be sealed by means of an advanced electronic signature (as defined in the Electronic Commerce Act, 2000) based on a qualified certificate (as defined in the Electronic Commerce Act, 2000) of a Director and the Secretary or of a second Director or by some other person appointed by the Directors for the purpose.

## **AUDIT**

74. Auditors shall be appointed and their duties regulated in accordance with Chapters 18 and 19 of Part 6 of the Act.

## **NOTICES**

75. Any notice required to be given by the Company to any person (“the recipient”) under these articles may be given by means of delivery, post, cable, telegram, telex, telefax, electronic mail or any other means of communication approved by the Directors, to the address or number of the recipient notified to the Company by the recipient for such purpose (or, if not so notified, then to the address or number of the recipient last known to the Company). Any notice so given shall be deemed, in the absence of any agreement to the contrary between the Company and the recipient, to have been served at the time of delivery (or, if delivery is refused, then when tendered) in the case of delivery, at the expiration of 24 hours after despatch in the case of post, cables and telegrams and at the expiration of 12 hours after despatch in the case of telex, telefax, electronic mail or other method of communication approved by the Directors.
76. Any document (including, but not limited to, any notice, appointment, removal and resolution) required or authorised by these articles to be sent to or served on the Company shall be in writing sent to or served on the Company at its Office or its principal place of business in Ireland, and may be sent or served by means of delivery, post, cable, telegram, telex, telefax, electronic mail or any other means of communication approved by the Directors, and may bear a printed, facsimile signature or electronic signature (as defined in the Electronic Commerce Act, 2000) of the person or persons required by these articles to sign such document. The communication of such a document by such means shall be confirmed as soon as possible by delivery to the Company at its Office or principal place of business in Ireland of such document bearing an original signature of the person by whom it is required to be signed but (provided that the Directors are satisfied as to the authenticity of the document communicated as aforesaid) shall be acted upon by the Company and the Directors meanwhile; provided that any such document shall be valid and effective for all purposes notwithstanding that for any reason the document is not subsequently so confirmed. Any such document shall take effect, in the absence of any agreement to the contrary between the Company and the person by whom or on whose behalf the document was sent or served, at the time of receipt in the case of delivery and post, and at the expiration of six hours after receipt thereof at the Company’s Office or principal place of business in Ireland in any other case.

## **WINDING UP**

77. The provisions of Clause 7 of the Memorandum relating to winding up or dissolution shall have effect and be observed as if the same were repeated in full in these Articles.

## INDEMNITY

78. Subject to section 235 of the Act every Director or Secretary of the Company shall be indemnified by the Company against, and it shall be the duty of the Board of Directors out of the funds of the Company to pay, all costs, losses and expenses which any such Director or Secretary may incur or become liable to by reason of any contract entered into or any act or thing done by him/her as such director or secretary or in any way in the discharge of his duties. And no Director or Secretary shall be liable for the acts, receipts, neglects or defaults of any other director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be vested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act by any person with whom any moneys securities or effects shall be deposited, for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of this office or in relation thereto unless the same happen through his own wilful act or default.