

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM**  
**AND**  
**ARTICLES OF ASSOCIATION**  
**of**  
**WEST CORK MUSIC LIMITED**

After amendments made on 8 June and 27 July 2011:

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION**

**of**

**WEST CORK MUSIC LIMITED**

- 1) The name of the Company is West Cork Music Limited.
- 2) The main object for which the Company is established is to promote the study and improve the understanding of the Arts as described by the Arts Act 2003 in particular of music, and to increase the availability of live musical performances to the general public to which all other objects set out in the Memorandum are hereby expressed to be subsidiary.
- 3) In furtherance of the main objects, the Company will have the following powers:
  - a) to promote the knowledge and development of music and infrastructure in order to maximise public education in west Cork and participation in all forms of music making.
  - b) to collect and distribute information on music, to act as a central source of information for music promoters on all matters relating to music and to provide, or procure the provision by others, of any services or requirement of any musical nature;
  - c) to promote and encourage the performance of music, musical education and public appreciation, knowledge and enjoyment of music, to organise concerts, workshops, courses of tuition and related activities in the field of music and to encourage the presentation of music to the highest standards in all communications media;
  - d) to engage in research into the state of music and all matters and problems related thereto, to make available the results of such research, to prepare and promote methods and measures desirable or beneficial for the advancement of music and to give the legislature, public bodies and other facilities of conferring with and ascertaining the views of persons involved in matters directly or indirectly affecting music;

- e) to enhance the status of musicians, composers and students of music, to provide aid for the tuition of students of music and to assist the acquisition of musical instruments and other materials necessary for the study of composition and the performance of music;
- f) to commission new works of music, to enter into agreements with composers, musicians and others for the presentation of their works and the presentation of music generally, to act as agents for musicians, to act as promoters and impresarios and to provide services required by musicians;
- g) to acquire copyrights, rights of production, licenses and privileges conducive to the main objects of the Company, to print or publish works of music, to grant licenses in respect of any property of the company and to act as musical and artistic agents;
- h) to purchase, take on lease or in exchange, hire or by any other means, acquire and protect, any freehold, leasehold, or other property, for any estate or interest, any lands, roads, railways, bridges, waterways, aircraft, vessels, vehicles, machinery, engines, plant, live and dead stock, easements, rights, patents, patent rights, trade marks, brevets d'invention, registered designs, protections and concessions, licenses, stock in trade and any real or personal property or rights whatsoever which may be considered necessary, advantageous or useful to the Company;
- i) to construct, build, erect, alter enlarge, demolish, lay down, maintain any buildings, roads, railways, bridges, walls, fences, banks, reservoirs, waterways and waterworks and to carry out preliminary and associated works or contract, sub contract, and join with others to carry or complete any of the aforesaid and to work, manage and control the same or join with any person, firm or company in doing so;
- j) to borrow, raise or secure the payment of money in such manner as the company shall think fit and in particular to issue debentures, debenture stock, bonds, obligations and securities of all kinds and to charge and secure the same by Trust Deed or otherwise on the undertaking of the Company or upon any specific property and rights, present and future of the Company;
- k) To guarantee, support or secure, whether by mortgaging or charging all or any part of the undertaking, property and assets both present and future of the Company or both the performance and discharge of any contract obligation or liability of a company or of any person or corporation with whom or which the company has dealings or having a business or undertaking in which the company is concerned or interested whether directly or indirectly and in particular to give security for any debts, obligations or liability of any company;
- l) to pay or remunerate any person, firm or company, not being a director, for rendering services for and on behalf of this company and to pay any costs, charges or expenses

incurred or sustained by or in connection with the formation and incorporation of this company

- m) to invest and deal with the monies of the company not immediately required for the purpose of its business in or upon such investments or securities and in such manner as may from time to time be determined;
- n) to draw, make, accept, endorse, discount, negotiate and issue promissory notes, bills of exchange, warrants, Bill of Lading and other negotiable or transferable instruments;
- o) to develop, improve, manage, cultivate, 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;
- p) to give credit to any person, firm or company and on such terms as may seem expedient;
- q) to effect insurances and to take such other measures as may be considered necessary or expedient for the purposes of safe guarding and securing the Company and its Directors, Members, Employees and people using its premises and any property of which the company may be a Trustee, Manager, Agent or custodian, against liability, loss and damage of every description;
- r) to enter into and carry into effect any arrangement with any person, firm, company or Government or Government body or authority that may seem conducive to the company's main objects and to apply for, promote, and obtain from any person, firm, company, Government or Government body or authority any contracts, concessions, privileges, charters, decrees and rights which the company may think is desirable and to carry out and exercise and comply with same;
- s) to act as Agents, Brokers, and as Trustees for any person, firm or company and to establish agencies and branches and appoint Agents and others to assist in the conduct or extension of the Company's business;
- t) 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;

- u) to purchase or otherwise acquire and undertake all or any part of the business, property, goodwill, assets, liabilities and transactions of any person, firm or company carrying on any business which this company is authorised to carry on;
- v) to undertake and execute the office of nominee, trustee, executor, administrator, registrar, secretary, committee or attorney for any purpose and either solely or jointly with others and generally to undertake, perform and fulfill any office of trust or confidence;
- w) to accept payment for any property or rights sold or otherwise disposed of or dealt with by the company in whatever form and on such terms as the company may determine;
- x) to establish, promote or otherwise assist any company and to promote or otherwise assist any person or firm for the purpose of acquiring all or any of the properties and/or liabilities or for furthering any of the main objects of this company or for the purpose of instigating or opposing any proceedings or applications which may be considered necessary advantageous or useful to the company;
- y) to enter into any partnership or joint arrangement or arrangement for sharing profits with any company having main objects similar to those of this company and to give whatever undertakings are considered necessary by this company;
- z) to procure the company to be registered or recognized in any place outside Ireland;
- aa) to do all such things as are subsidiary and either incidental or conducive to the above main objects;
- bb) to take over from existing trustees and hold either alone or jointly, all or any existing charitable or benevolent funds, investments and burses established for or used in connection with these main objects and objectives or the community or social services or allied undertakings;

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 otherwise 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.

- 4) The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the main objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever by way of profit, to the members of the company.

Provided that nothing herein contained shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Company, in return for any services actually rendered to the Company, nor prevent the payment

of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the company: but so that no member of the council of Management or Board of Directors of the company shall be appointed to any salaried office of the company or any office of the company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the company to any member of such council or Board of Directors, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the company; provided that the provision last aforesaid shall not apply to any payment to any Company of which a member of the council of Management or Board of Directors may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he/she may receive in respect of any such payment.

Any land, building or part of a building occupied by West Cork Music Limited shall be used exclusively for the purpose of the main object of the company as set out in Clause 2 of this Memorandum;

- 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 the same being wound up while he/she is a member or within one year after he/she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he/she ceases to be a member, and of 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) If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the company, and which 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 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object;
- 8) True accounts shall be kept of the sums of money received and expended by each sector of the Association and the matters in respect of which such receipt and expenditure take place, of all sales and purchasers of goods by the Association or any sector thereof and of the property credits and liabilities of the Association or any such sector thereof. Once at least in every year the accounts of the Association and each sector thereof shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

- 9) No addition, alteration or amendment shall be made to or in the provision of this Memorandum of Association for the time being in force unless the same shall have been previously approved in writing by the Revenue commissioners.

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of

**WEST CORK MUSIC LIMITED**

The regulations contained in or incorporated in Table C in the First Schedule to the Companies Act 1963 to 1986 (hereafter called "Table C") shall apply to the Company and together with the regulations hereinafter contained shall constitute the regulations of the company save in so far as they are hereby varied or excluded. .

1) In these Articles:

"the Act" means the Companies Act, 1963 to 1986;

"the Company" means the above named Company;

"the Directors" means the members of the Governing Body of the Company by whatever name called;

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

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

"the Office" means the registered office for the time being of the company;

Expressions referring to writing shall, unless the contrary intention appears, be constructed 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**

- 2) For the purpose of Registration the number of the members of the Company is declared unlimited.
- 3) The subscribers to the Memorandum of Association and such other persons as the Governing Body shall admit to membership shall be members of the company.
- 4) The rights and liabilities attaching to any Members of the Company may be varied from time to time by a Special Resolution of the company.
- 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 Registered office.
  - c) If the Governing Body resolve that he/she has ceased to be a member and notice in writing of such declaration is given to him/her or sent to his/her last known address.

## **GENERAL MEETINGS**

- 6) All general meetings of the Company shall be held in the State.
- 7) The Company shall hold a General meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Governing Body and shall specify the meeting as such in the notices calling it provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting and that so long as the Company holds its first Annual General Meeting within eighteen months of the date of incorporation, it need not hold it in the year of its incorporation.
- 8) All general meetings, other than annual general meetings shall be called extraordinary general meetings.
- 9) The Governing Body 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 requisitions as provided by Section 132 of the Act. If at any time there are not within the State sufficient members of the Governing Body capable of acting to form a quorum any Governing Body member or any three 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 Governing Body.
- 10) In case of an extraordinary general meeting called in pursuance of a requisition no business other than that stated in the requisition as the object of the meeting shall be transacted.
- 11) Twenty-one days notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution and fourteen days notice in writing at the least of every other general meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day of which it is given) specifying the place, and day and the

hour of the meeting, and in the case of special business the general nature of the business shall be given in manner hereinafter mentioned to such persons (including Auditors) as are under the presents or under the Act entitled to receive such Notices from the Company; but with the consent of the Auditors and of all the members having the right to attend the vote threat, or of such proportion of them as is prescribed by the Act in the case of meeting other Annual General Meetings, or meetings to pass a special Resolution, a meeting may be convened by such Notice as those members may think fit.

- 12) Accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any Resolution passed, or proceeding has, at any meeting.

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

- 13) All business shall be deemed special that is transacted at an Extraordinary General Meeting and all business that is transacted at an Annual General Meeting shall also be deemed to be special, with the exception of the consideration of the Income and Expenditure Account and Balance Sheet, and the Reports of the Governing Body and the Auditors, the election of members of the Governing Body and the appointment of, and the fixing of 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 four members personally present shall constitute a quorum.
- 15) If, within half an hour from the present time appointed for the holding of a general meeting, a quorum is not present, the meeting, if convened on 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 as the Governing Body may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall constitute a quorum.
- 16) The Chairperson, if any, of the Governing Body shall preside as Chairperson at every general meeting of the company, or if there is no such Chairperson, or if he/she is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Governing Body members present shall elect one of their number to be chairperson of the meeting. But if no Governing Body member is willing to act as Chairperson or if no Governing Body member is present within fifteen minutes after the time appointed for holding of the meeting, the members present shall choose one of their number to be Chairperson of the meeting. The office of Chairperson will be held for a period of three years.
- 17) The Chairman may, with the consent of any meeting at which a quorum is present and he/she 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 business which might have been transacted at the meeting from which the adjournment took place. Whenever the meeting is adjourned-for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting.

- 18) 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 by the Chairperson or by at least three members present in person or by proxy, or by a member or members present in person or by proxy and representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairperson at the meeting that a Resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the Minute book 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 that Resolution. The demand for the poll may be withdrawn.
- 19) Subject to the provisions of "Article 21", if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairperson of the meeting shall direct, and the result of the poll shall be deemed to be the Resolution of the meeting at which the poll was demanded.
- 20) 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.
- 21) 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.
- 22) 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.

#### **VOTES OF MEMBERS**

- 23) Subject as hereinafter provided every member shall have one vote.
- 24) Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of his/her membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any general meeting.
- 25) 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;
- 26) Votes may be given either personally or by proxy.

- 27) The instrument appointing a proxy shall be in writing under the hand of the appointee or of his/her attorney duly authorised in writing, or, if the appointee is a body corporate, either under seal or under the hand or an officer or attorney duly authorised. A proxy need not be a member of the company.
- 28) 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 Registered 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.
- 29) An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit.

WEST CORK MUSIC LIMITED

I,

of

being a member of the above named Company hereby appoint

of , , or failing him

of , , as my proxy to vote for me on my behalf at the (annual or extraordinary as the case maybe) general meeting of the Company to be held on the day of and at any adjournment thereof.

As Witness my hand this day of .

\*in favour

This "form is used the resolution

\*against

Unless otherwise instructed, the proxy will vote as he/she thinks fit.

\*strike out whichever is not desired.

- 30) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

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

- 31) Any body corporate which is a member of the company may by resolution of its directors or other Board of Directors 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 powers on behalf of the body corporate could exercise if it were an individual member of the Company.

## **GOVERNING BODY**

- 32) The first Governing Body shall be appointed by the Subscribers to the Memorandum of Association, and they shall hold office until the first annual General Meeting of the Association at which they shall return but shall be eligible for re-election. At every subsequent Annual General Meeting one third of the directors for the time being, or if their number is not three or a multiple of three, then the number nearest one third shall retire from office. A retiring director shall be eligible for re-election. The members at the first annual General Meeting and each subsequent Annual General Meeting shall elect a Governing Body. The Directors to retire each year shall be those who have been longest in office since the last election, but as between persons who became directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. The company, at the meeting at which a director retires in the manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring director shall, if offering himself/herself for re-election, 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.
- 33) The Governing Body shall consist of not less than five and not more than twelve members including a Chairperson. The first Governing Body shall elect the aforementioned chairperson and the chairperson shall hold this position until the first annual General Meeting at which he/she shall return but shall be eligible for re-election. The members at the first Annual General Meeting shall decide whether they or the Governing Body should elect the position of chairperson of the Governing Body and their decision shall regulate the election of all future Governing Body officer positions. The Chairperson shall hold office for a period of three years from the date of appointment and if agreeable to continue, the Chairperson may be appointed for one other term of three years;
- 34) The business of the Company shall be managed by the Governing Body who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the company in General Meeting, subject nevertheless to the provisions of the Act and of these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in a General Meeting, but no direction given by the Company in General Meeting shall invalidate any prior act of the Governing Body which would have been valid if that direction had not been given;
- 35) The Governing Body may meet together for the dispatch 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. In case of equality of votes the Chairperson shall have a further or casting vote. Two Governing Body members may and the Secretary shall on the requisition of two Governing Body members summon a meeting of the Governing Body. (Any member not present in the Irish Republic shall not be entitled to receive notice).

- 36) The Governing Body may from time to time make, vary and repeal Bye-laws for the regulation of the affairs of the Company and the conduct of its officers, servants and members and such Bye-laws may prescribe the subscription to be paid by members and associates and the privileges to be enjoyed by any class of members provided that no Bye-law shall be made which is inconsistent with the provisions of the Companies Act or the Memorandum or Articles of Association for the time being of the Association or which could amount to such an addition to or alteration of these articles as could legally only be made by special Resolution passed and confirmed in accordance with the Companies Act 1963.
- 37) The Governing Body may delegate any of its powers to Committees consisting of such member or members of the Governing Body as they think fit, and any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Governing Body. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Governing Body so far as applicable and so far as the same shall not be superseded by any Regulations made by the Governing Body.
- 38) The quorum necessary for the transaction of the business of the Governing Body may be fixed by the Governing Body and unless so fixed shall be four.
- 39) The continuing Governing Body may act notwithstanding any vacancy in their body, but if and so long as their number is below the number fixed by the Regulations of the Association as the necessary quorum of the members of the Governing Body the continuing members of the Governing Body may act for the purpose of summoning a General Meeting of the Association but for no other purpose.
- 40) All acts done by any meeting of the Governing Body or by any person acting as a member of the Governing Body or any Subcommittee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid, or that he/she or any of the Governing Body was disqualified be as valid as if every such person had been duly appointed.
- 41) The Governing Body may from time to time and at any time by Power of Attorney appoint any company, firm or person or body of person, whether nominated directly or indirectly by the Directors to be the Attorney or Attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the 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 provision 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.

- 42) All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Governing Body shall from time to time by Resolution determine;
- 43) The Governing Body 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.
- 44) The Governing Body shall cause proper Minutes to be made of all appointments of officers made by the Governing Body and of proceedings of all meetings of the Company and of the Governing Body and of Committees of the Governing Body and all business transacted at such meetings, and any such Minutes of any meeting, if purporting to be signed by the Chairperson of such meeting, or by the Chairperson of the next succeeding meeting shall be sufficient evidence without further proof of the facts therein stated.
- 45) A resolution in writing signed by all the members for the time being of the Governing Body or any Committee of the Governing Body who are entitled to receive notice of a meeting of the Governing Body or of such Committee shall be as valid and effectual as if it had been passed at a meeting of the Governing Body or of such Committee duly convened and constituted.
- 46) No remuneration shall be payable under any circumstances to any members of the Governing Body in respect of their service on the Governing Body, or on any Committee of members of the Governing Body to which the Governing Body may delegate powers under Article 37.
- 47) The Governing Body may at any time appoint any member of the Company to be a member of the Governing Body but only to fill a casual vacancy and provided that the prescribed maximum is not thereby exceeded. Any member so appointed shall retain his/her office only until the next Annual General Meeting but shall be eligible for re-election.
- 48) Deleted.

#### **DISQUALIFICATION OF MEMBERS OF GOVERNING BODY**

- 49) The office of a member of the Governing Body shall be vacated if such member:-
- a) Hold any other office or place of profit under the Company.
  - b) Is adjudged bankrupt in the State or in Northern Ireland or in Great Britain or makes any arrangement or composition with his/her creditors generally; or
  - c) Becomes prohibited from being a member of the Governing Body by reason of any Order under section 184 of the Act; or
  - d) Becomes of unsound mind; or
  - e) Resigns his/her office, by notice in writing to the Company; or

- f) Is convicted of an indictable offence unless the members of the Governing Body otherwise determine;

#### **THE SECRETARY**

- 50) The Secretary shall be appointed by the Company in the manner set out in Article 33.

#### **THE SEAL**

- 51) The seal of the Company shall not be affixed to any instrument except by the Authority of a resolution of the Governing Body and in the presence of at least two members of the Governing Body and of the Secretary or in the absence of the Secretary to such other person as shall be appointed for the purpose by the Governing Body and the said members and the Secretary or other person as aforesaid shall sign every instrument to which the seal shall be so affixed in their presence, and favour of any purchaser or person bonafide dealing with the company such signatures shall be conclusive evidence of the fact the Seal has been properly affixed.

#### **ACCOUNTS**

- 52) The Governing Body shall cause proper books of account to be kept relating to:
  - a) All sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place;
  - b) All sales and purchase of goods by the Company;
  - c) The assets and liabilities of the Company;

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

The books of account shall be kept at the office, or subject to section 147 of the Act, at such other place as the Governing Body think fit, and shall at all reasonable times be open to the inspection of any member of the Governing Body.

- 53) The Governing Body shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and Books of the Company or any of them should be opened to the inspection of Members, not being Members of the Governing Body and no Member (not being a Member of the Governing Body) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the members of the Governing Body or by the Company in General Meeting;
- 54) At the Annual General Meeting in every year the Governing Body shall lay before the Company a proper Income and Expenditure Account for the period since the last preceding Account (or in the case of the first account since the incorporation of the Company) made up to a date not more than four months before such meeting together with a proper Balance Sheet made up to



the same date. Every such Balance Sheet shall be accompanied by proper Reports of the Governing Body and the Auditors, and copies of such Account, Balance Sheet and Reports (all of which shall be framed in accordance with the statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereon or to accompany the same shall not less than 21 clear days before the date of the meeting, be sent to the Auditors and to all persons entitled to receive notice of General Meetings in the manner in which Notices are hereinafter directed to be served. The Auditor's Report shall be open to inspection and to be read before the meeting.

#### **AUDIT**

- 55) Auditors shall be appointed and their duties regulated in accordance with Sections 160 to 163 of the Act, members of the Governing Body being treated as the Directors mentioned in those sections, the members of the Company being treated as the shareholders mentioned therein.

#### **NOTICE**

- 56) A notice may be served by the Company upon any Member either personally or by sending it through the post in a prepaid letter, addressed to such member at his/her address as appearing in the Register of Members.
- 57) Any member described in the Register of Members by an address not within the Republic of Ireland who shall from time to time give the company an address within the Republic of Ireland at which Notices may be served upon him, shall be entitled to have Notices served upon him at such address, but, save as aforesaid only those members who are described in the Register of Members by an address within the Republic of Ireland shall be entitled to receive Notices from the company.
- 58) Any Notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the Notice was properly addressed and put into the Post Office as a prepaid letter.

#### **DISSOLUTION**

- 59) Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the company shall have effect as if the provisions thereof were repeated in these Articles.