

Constitution of the National Adult Literacy Agency (NALA)

Approved at NALA Annual General Meeting

16 April 2016



NALA

National Adult Literacy Agency
Áisíneacht Náisiúnta Litearthachta do Aosaigh

The National Adult Literacy Agency Constitution was amended and approved at the NALA AGM in April 2016

The National Adult Literacy Agency (NALA) was established in 1980 and is an independent membership organisation, concerned with developing policy, advocacy, research and offering advisory services in adult literacy work in Ireland. NALA has campaigned for the recognition of, and response to, the adult literacy issue in Ireland.

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THE COMPANIES ACT 2014
COMPANY LIMITED BY GUARANTEE
CONSTITUTION

of

National Adult Literacy Agency

MEMORANDUM OF ASSOCIATION

Capitalised terms used in this Memorandum of Association shall have the meanings given to those terms in the Articles of Association.

1 Name

The name of the Company (hereinafter called the “Company”) is National Adult Literacy Agency.

2 Company Type

The Company is a company limited by guarantee to which Part 18 of the Companies Act 2014 applies.

3 Main Object

The main object for which the Company is established is to advance the means of promoting adult literacy, numeracy and basic information communication technology (together being **Literacy**) in Ireland where Literacy is taken as an integral part of adult basic education and adult continuing education.

4 Subsidiary and Ancillary Objects

The following objects set out hereafter are exclusively subsidiary and ancillary to the main object set out above and these objects are to be used only for the attainment of that main object and any income generated therefrom is to be applied for the main object only.

- (a) To promote the interests of all participants in adult Literacy activities and all matters ancillary and relevant thereto.
- (b) To promote research into the causes, nature and extent of Literacy difficulties in Ireland and into the effectiveness of adult literacy work and all matters ancillary and relevant thereto.
- (c) To create an awareness of the Literacy problems faced by adults and of the literacy services available locally, nationally and internationally and all matters ancillary and relevant thereto.

- (d) To counter prejudice against adults with Literacy difficulties and all matters ancillary and relevant thereto.
- (e) To maintain a national office, with paid staff, to act as a national referral centre and a clearing house of ideas, information and materials and all matters ancillary and relevant thereto.
- (f) To encourage and facilitate co-operation between Literacy projects in Ireland and all matters ancillary and relevant thereto.
- (g) To provide a forum for Literacy students and workers, paid and unpaid and all matters ancillary and relevant thereto.
- (h) To represent the views and interests of Literacy students and workers, paid and unpaid, to Government Departments and other specified agencies and all matters ancillary and relevant thereto.
- (i) To advise on acceptable standards of organisation and practice in Literacy work in Ireland and all matters ancillary and relevant thereto.
- (j) To develop attitudes and practices in publicity, recruitment, assessment and teaching that respect the dignity and autonomy of adult learners and all matters ancillary and relevant thereto.
- (k) To encourage the involvement of learners in all aspects of planning, organisation and research.
- (l) To develop training programmes, in co-operation with Literacy providers if appropriate, that ensure a high quality of Literacy teaching and learning and, where accreditation is sought, liaise with the appropriate educational bodies and/or accrediting institutions.
- (m) To promote the use of plain English and to support its adoption amongst information providers.

5 Powers

The following are the powers of the company;

- (a) To furnish and provide the Company's property with such furniture and conveniences as the Company may think desirable.
- (b) To raise funds and help raise funds for any charitable purpose.
- (c) To provide places and facilities for curricular and extra-curricular activities for pupils and schools of the area.

- (d) To carry on any business, which may seem to the Company capable of being conveniently carried on in connection with the above main object or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests.
- (e) To make, draw, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.
- (f) To acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or interest, whether immediately or reversionary, and whether vested or contingent: any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances and to hold and farm and work or manage or to sell, let, alienate, mortgage, lease or charge land, house property, shops, flats, maisonettes, reversions, interests, annuities, life policies and any other property real or personal, movable or immovable, either absolutely or conditionally and whether subject to or not to any mortgage, charge, ground rent or other rents or encumbrances and to pay for any lands, tenements, hereditaments or assets acquired by the Company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner.
- (g) To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principle amounts and interest of any person, firm or Company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company.
- (h) To carry on any other business, which may seem to the Company capable of being conveniently carried on in connection with the main object(s).
- (i) To purchase or otherwise acquire and carry on the whole or any part of the business property, goodwill and assets of any company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the Company, or possessed of property suitable for the purposes of the Company, and as part of the consideration for any of the acts or things aforesaid or property acquired to undertake all or any of the liabilities of such company or to acquire an interest therein, amalgamated with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition or for mutual assistance with any such company and to give, issue or accept cash or any shares, debentures or other securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received.

- (j) To promote any company for the purpose of acquiring all or any of the property or liabilities of the Company, or if undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of or render more profitable any property, assets or business of the Company, or for any other purpose which may be directly or indirectly calculated to benefit the Company.
- (k) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's main object(s), and to obtain from any such government authority or company, any charters, contracts, decrees, rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions.
- (l) To raise or borrow money, and to secure the payment of money by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charged upon, or by mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, and generally in such other manner and on such terms as may seem expedient, and to issue any of the Company's securities, for such consideration and on such terms as may be thought fit, including the power to pay interest on any money so raised or borrowed and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem or pay off any such securities.
- (m) To create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the Company, or for depreciation of works or stock, or any other purpose to advance the main object(s) of the Company.
- (n) To accumulate capital for any purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally (prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of two (2) years).
- (o) To grant pensions, gratuities, allowances or charitable aid to any person (other than a Director) who may have served the Company, or to the wives, children or other relatives of such person and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any person employed by the Company and to subscribe or guarantee money for charitable objects.
- (p) To promote freedom of contact and to resist, insure against, counteract and discourage interference therewith to join any lawful federation, union, association or party and to contribute to the funds thereof, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company or any other trade or business or providing or safeguarding against the same, or resisting or opposing any strike movement or organisation which may be thought detrimental to the interest of the Company or its employees and to subscribe to any association or fund for any such purposes.

- (q) To procure the Company to be registered or recognised in any foreign country, colony, dependency or place.
- (r) To pay all or any expenses of, incidental to or incurred in connection with the formation and incorporation of the Company and the raising of its loan capital, or to contract with any person or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any debentures or securities of the Company.
- (s) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, subcontractors or otherwise and either alone in partnership or conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's main object by any person or company.
- (t) To do all such other things as may be deemed incidental or conducive to the attainment of the above main object.

And it is hereby declared that in the construction of this Clause, the word "company", except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa and the intention is that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be in no wise restricted by reference to or inference from the terms of any other paragraph or the name of the company.

6 Limitation on Objects and Powers

Provided that:

- (a) the Company shall not support with its funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which if an object of the Company would make it a trade union;
- (b) the above objects shall not be construed in any way so as to render any of the objects otherwise than exclusively charitable; and
- (c) the objects and powers contained in clauses 4 and 5 are ancillary and subsidiary to the main objects set out in clause 3.

7 Limitation of Liability

The liability of the members is limited.

8 Guarantee of Members

Every member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

- (a) payment of the debt and liabilities of the Company contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up; and
- (b) for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding €1 (one euro).

9 **Distribution of Assets on Dissolution**

If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 10 hereof. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object with the agreement of the Charities Regulator. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

10 **Prohibition on Payments to Members**

The income and property of the company/trust/body shall be applied solely towards the promotion of main object(s) as set forth in this Memorandum of Association. 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 charity trustee (which term shall include the Directors) 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 charity trustee) 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 charity trustees 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 charity trustee) to the Company;
- (d) reasonable and proper out-of-pocket expenses incurred by any charity trustee 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 charity trustee may be a member holding not more than one hundredth part of the issued capital of such company;

- (f) Nothing shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act, 2009 (as for the time being amended, extended or replaced).

11 Consent to alteration of Memorandum of Association required from the Revenue Commissioners

The Company must ensure that the Charities Regulator has a copy of its most recent Constitution. If it is proposed to make an amendment to the Constitution of the Company which requires the prior approval of the Charities Regulator, advance notice in writing of the proposed changes must be given to the Charities Regulator for approval, and the amendment shall not take effect until such approval is received.

12 Revenue Commissioners entitled to Accounts

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

ARTICLES OF ASSOCIATION

PRELIMINARY

1 Definitions

In these Articles:

Act means the Companies Act 2014;

Articles means these Articles of Association;

Board means the board of Directors for the time being of the Company;

Charities Act means the Charities Act 2009 (as may be amended from time to time);

Constitution means the Memorandum and the Articles;

Co-Opted Directors has the meaning given to that term in Article 15;

Directors means the directors for the time being of the Company, to include the Co-Opted Directors, or the Directors present at a meeting of the Board and includes any person occupying the position of Director by whatever name called;

Large Organisations shall be Members that are defined as being large organisations in the Procedural Rules;

Mandatory Provision means a provision of any of Parts 1 to 14 or Part 18 of the Act (together with any statutory modification thereof in force at the date on which these Articles become binding on the Company) that applies to companies limited by guarantee and that is not an Optional Provision;

Member means a member of the Company;

Memorandum means the memorandum of association of the Company;

Officers shall have the meaning given to that term in Article 15(b);

Optional Provision means a provision of any of Parts 1 to 14 or Part 18 of the Act (together with any statutory modification thereof in force at the date on which these Articles become binding on the Company) that applies to companies limited by guarantee and that—

(a) contains a statement to the effect, or is governed by provision elsewhere to the effect, that the provision applies save to the extent that the constitution provides otherwise or unless the constitution states otherwise; or

(b) is otherwise of such import;

Procedural Rules means rules adopted from time to time by the Members in general meeting (and as may be amended or revoked from time to time in accordance with the provisions thereof) as are consistent with this Constitution;

Secretary means any person appointed to perform the duties of the secretary of the Company, and shall include any temporary, assistant or acting secretary;

Seal means the common seal of the Company; and

Small Organisations shall be Members that are defined as being small organisations in the Procedural Rules;

Subscription has the meaning given to that term in Article 5(b);

year means a calendar year.

2 Interpretation

- (a) Words importing the singular number only shall include the plural number and vice versa. Words importing the masculine gender shall include the feminine gender. Words importing persons shall include corporations.
- (b) Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.
- (c) 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.
- (d) Headings and footnotes used in these Articles are for convenience of reference only and shall not be considered to form part of these Articles.
- (e) The use of the word “address” in relation to electronic communications includes any number or address used for the purpose of such communications.
- (f) The word “may” shall be construed as permissive and the word “shall” shall be construed as imperative.
- (g) References to enactments and to sections of enactments shall include reference to any modifications or re-enactments thereof for the time being in force.
- (h) Subject to the requirements of any Mandatory Provision, to the greatest extent possible the provisions of these Articles shall take precedence over the provisions of the Act.
- (i) No Procedural Rule shall override or contradict any provision of this Constitution.

MEMBERS

3 Number of Members

The number of Members of the Company from time to time shall be 2,000, but the Directors may from time to time register an increase or decrease in the number of Members.

4 Appointment and Replacement of Members

- (a) Such persons as the Directors shall admit to membership, whose names are entered in the register of members and who have paid their Subscription (if required), shall be the Members of the Company.
- (b) A Member that is required to pay a Subscription shall cease to be a Member immediately upon that Subscription becoming overdue for payment.
- (c) A Member may resign his or her membership by serving notice to that effect upon the Directors at the registered office of the Company such notice to expire no earlier than the date of service of the notice of resignation.
- (d) The Directors may require a Member to resign his or her membership by serving notice upon the Member terminating his or her membership to expire no earlier than the date of service of the notice of termination.
- (e) The death or bankruptcy of a Member shall terminate his or her membership.

5 Members' Rights and Obligations

- (a) Each Member shall be entitled to a current membership certificate and subject to the provisions of these Articles shall be entitled to full voting rights.
- (b) The Members shall be entitled from time to time in general meeting to determine categories of Members and to determine the annual subscriptions (**Subscriptions**), if any, payable by those Members. Any rights or obligations applying to such categories of Members, the amount of such Subscriptions and the manner in which they shall be payable shall be as directed by the Members from time to time and laid down in the Procedural Rules.
- (c) Each Member shall use his or her best endeavours to promote the objects and interests of the Company and shall observe all of the Company's regulations affecting them contained in or effective pursuant to this Constitution or the Act.
- (d) The rights of each Member shall be personal to him or herself and shall not be transferable, transmissible or chargeable by his or her own act, by operation of law or otherwise.
- (e) A register shall be kept by the Company containing the names and addresses of all the Members, together with such particulars as may be required by the Act.

GENERAL MEETINGS

6 General Meetings

- (a) An annual general meeting shall be held not more than 18 months after the incorporation of the Company and subsequently once in each year, at such time (within a period of not more than 15 months after the holding of the last preceding annual general meeting) and place as may be determined by the Board.
- (b) General meetings of the Company shall be held inside the State.
- (c) All general meetings other than annual general meetings shall be called extraordinary general meetings.

7 Notice of General Meetings

- (a) Subject to section 181 of the Act, a meeting of the Company, other than an adjourned meeting, shall be called:
 - (i) in the case of an annual general meeting by not less than 90 days' notice;
 - (ii) in the case of an extraordinary general meeting for the passing of a special resolution, by not less than 21 days' notice;
 - (iii) and in the case of any other extraordinary general meeting, by not less than 7 days' notice.
- (b) A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in sub-clause (a) of this Article 7, be deemed to have been duly called if it is so agreed by all the Members entitled to attend and vote at the meeting and (unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption under section 360 or 365 of the Act, and, where relevant, section 399 of the Act has been complied with in that regard), the statutory auditors of the Company.
- (c) The notice of a meeting shall specify the place, the date and the time of the meeting, the general nature of the business to be transacted at the meeting and in the case of a proposed special resolution, the text or substance or that proposed special resolution.
- (d) In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.
- (e) 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.

- (f) The Directors may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on such requisition or in default may be convened by such requisitionists as are provided for in Section 178 of the Act (as modified by Section 1203 of the Act). A general meeting convened pursuant to Section 178(3) of the Act may not proceed if less than 50% of those Members that requisitioned the meeting are present at the meeting.
- (g) If at any time there are not sufficient Directors capable of acting to form a quorum any Director or any Member of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
- (h) Notice of every general meeting of the Company shall be given in the manner provided for in these Articles to such persons as are under the Act and these Articles entitled to receive notices from the Company.
- (i) Notwithstanding any provision of Article 32, where notice of a general meeting is given by posting by ordinary prepaid post to the registered address of a Member, then, for the purposes of an issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.

PROCEEDINGS AT GENERAL MEETINGS

8 Proceedings at General Meetings

- (a) The business of the annual general meeting shall include:
 - (i) the consideration of the Company's statutory financial statements and the report of the directors and the report of the statutory auditors on those statements and that report;
 - (ii) the review by the members of the Company's affairs;
 - (iii) election and re-election of directors;
 - (iv) the appointment or re-appointment of statutory auditors; and
 - (v) the authorisation of the Directors to approve the remuneration of the statutory auditors.

9 Quorum for General Meetings

- (a) Save as herein otherwise provided, three Members present in person shall be a quorum.

- (b) 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.
- (c) If within half an hour after the time appointed for a general meeting a quorum is not present, then the meeting, if convened upon the requisition of Members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.

10 **Chairperson of General Meetings**

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

11 **Adjournment of General Meetings**

- (a) The chairperson may with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (b) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (c) When a meeting is adjourned for 29 days or less, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.

12 **Voting at General Meetings**

- (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll or secret ballot is (before or on the declaration of the result of the show of hands) demanded:
 - (i) by the chairperson,
 - (ii) by at least three Members present in person, or
 - (iii) by any Member or Members present in person and representing not less than 10 per cent of the total voting rights of all the Members of the Company concerned having the right to vote at the meeting.

- (b) At a meeting, a poll may be demanded in relation to a matter (whether before or on the declaration of the result of the show of hands in relation to it). A demand for a poll may be withdrawn by the person or persons who have made the demand.
- (c) Members present shall have the following number of votes:
 - (i) Members that are individuals shall have one vote; and
 - (ii) Members that are Small Organisations or Large Organisations shall have three votes;
- (d) No Member shall be entitled to vote at any general meeting unless all moneys immediately payable by him or her to the Company have been paid.
- (e) No objection shall be raised as 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.
- (f) Unless a poll is so demanded (and the demand not be withdrawn), 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, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- (g) Except as provided in sub-clause (i) of Article 12, if a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such manner as the chairperson directs and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded.
- (h) 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.
- (i) A poll demanded on the election of the position of chairperson of the meeting pursuant to Article 10, 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.

- (j) Subject to Sections 191 to 198 of the Act, a resolution in writing signed by all the Members for the time being entitled to attend and vote on such resolution at a general meeting (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. A resolution in writing made pursuant to this Article may consist of one document or two or more documents in like form each signed by one or more Members.

13 **Bodies Corporate or Associations acting by Representatives at Meetings**

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

BOARD OF DIRECTORS

14 **Directors' Powers of Management**

- (a) The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Company in general meeting, but subject to:
 - (i) any regulations contained in this Constitution;
 - (ii) the provisions of the Act; and
 - (iii) such directions, not being inconsistent with the foregoing regulations or provisions, as the Company in general meeting may (by special resolution) give.
- (b) The Directors may make, alter or revoke rules and regulations for the management of the business of the Company, other than the regulations of these Articles (provided that no such rule or regulation shall be made that would amount to such an addition or alteration to these Articles as could only legally be made by special resolution of the Company).

15 **Appointment of Directors**

- (a) Any purported appointment of a Director without that Director's consent shall be void.

- (b) The Board shall be comprised of no less than six and no more than 16 Directors, which number is to include Directors holding the positions of Chairperson, Vice-Chairperson, Treasurer and Secretary (where a Director is appointed to the office of Secretary) (together the “**Officers**” but for the avoidance of doubt an assistant or deputy Secretary appointed by the Directors in accordance with Article 26(b) shall not be an Officer).
- (c) The Company may from time to time, by ordinary resolution, increase or reduce the number of Directors.
- (d) Without prejudice to the powers of the Directors under sub-clauses (h) and (i) of this Article 15 and Article 26, the Company in general meeting may by ordinary resolution:
 - (i) elect any person to be a Director; and
 - (ii) elect any person to be a Director and as an Officer,either to fill a casual vacancy or as an addition to the existing members of the Board, but so that the total number of Directors appointed by the Members shall not at any time exceed fourteen and so that at any one time there shall be only one of each of a Chairperson, Vice-Chairperson, Treasurer or Secretary (other than an assistant or deputy secretary appointed by the Directors in accordance with Article 26(b)).
- (e) Save as provided in sub-clause (i) of this Article 15, only Members of the Company may run for election for the purposes of sub-clause (d) of this Article 15.
- (f) Members running for election for the purposes of sub-clause (d) of this Article 15, shall be nominated and seconded by two Members of the Company and such nominations shall be sent to the office no later than 30 days prior to the general meeting at which such elections are to take place.
- (g) The elections for the purposes of sub-clause (d) of this Article 15 shall be held and conducted in the manner set out from time to time in the Procedural Rules.
- (h) The Board shall have power at any time, and from time to time, to co-opt any person to be a member of the Board (the **Co-Opted Directors**) but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles.
- (i) Co-Opted Directors need not be Members of the Company.
- (j) When appointing the Co-Opted Directors, the Board shall consider the composition of the Board at that time and shall only appoint individuals who have the skills and experience required for undertaking the business of the Company from time to time.

- (k) Casual vacancies arising on the Board between general meetings at which elections for the purposes of sub-clause (d) of this Article 15 are scheduled to take place may be filled by the Directors appointing a replacement person to fill such vacancy.
- (l) Replacement Directors appointed in accordance with sub-clause (k) of this Article 15 shall hold office until the next annual general meeting of the Company at which they may seek election in accordance with sub-clause (d) of this Article 15. For the purposes of Article 16, the term of office of a Director appointed and then elected in this manner is deemed to have commenced when first appointed by the Directors.
- (m) The Company may by ordinary resolution appoint another person in place of a Director removed from office under sub-clause (a) of Article 18.

16 **Term of Office of Directors**

- (a) Directors, not including the Officers or the Co-Opted Directors, may hold office for a term of two years and shall be entitled to be elected in the manner prescribed by Article 15 for a second consecutive term of two years but must then either:
 - (i) retire from office; or
 - (ii) run for election as an Officer in the manner prescribed by Article 15 and if he/she is successful the provisions of Article 16(b) shall apply in respect of their term of office as an Officer.
- (b) Officers may hold office as Officers for a term of two years and shall be entitled to be elected in the manner prescribed by Article 15 for a second consecutive term of two years as an Officer but must then either:
 - (i) retire from that office; or
 - (ii) run for election as a Director in the manner prescribed by Article 15 and if he/she is successful the provisions of Article 16(a) shall apply in respect of their term of office as a Director.
- (c) Co-Opted Directors may hold office for a term of two years and shall be entitled to be elected in the manner prescribed by Article 15 for a second consecutive term of two years but must then retire from office.
- (d) Directors or Officers that have been retired as Directors of the Company for a period of not less than two years may, subject to the provisions of Article 15, run again for election as either a Director or Officer of the Company.
- (e) The provisions in section 1196 of the Act regarding the rotation of directors shall not apply to the Company.

17 Removal of Directors and Vacation of Office

- (a) The Company may by ordinary resolution remove any Director before the expiration of his or her period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between them and the Company.
- (b) The office of Director shall be vacated if:
 - (i) The Director holds any office or place of profit under the Company save as permitted by Section 89 of the Charities Act;
 - (ii) The Director is disqualified from being a charity trustee of any charitable organisation pursuant to Section 55 of the Charities Act;
 - (iii) The Director is adjudged bankrupt or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction or makes any arrangement or composition with their creditors generally;
 - (iv) The Director becomes or is deemed to be subject to a disqualification order within the meaning of Chapter 4 of Part 14 of the Act;
 - (v) The health of the Director is such that they can no longer be reasonably regarded as possessing an adequate decision making capacity;
 - (vi) The Director resigns his or her office by notice in writing to the Company;
 - (vii) A declaration of restriction is made in relation to the Director and the Directors, at any time during the currency of the declaration, resolve that his or her office be vacated.
 - (viii) The Director is convicted of an indictable offence unless the Board otherwise determines;
 - (ix) The Director is absent from half of the meetings of the Board held during a year without an explanation that is considered reasonable by the Board;
 - (x) The Director is directly or indirectly interested in any contract with the Company and fails to declare the nature of their interest in manner required by section 231 of the Act;
 - (xi) The Director is requested in writing by all their co-Directors to resign; or
 - (xii) The Director no longer holds the position which entitles them to be a Director.

18 Chairperson of the Board

The Directors may elect a chairperson of their meetings and determine the period for which he or she is to hold office, but if no such chairperson is elected, or, if at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the Directors present may choose one of their number to be chairperson of the meeting.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS**19 Borrowing Powers**

The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof.

20 Specific Duties of the Board

- (a) All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
- (b) The Directors shall cause minutes to be made in books provided for the purpose:
 - (i) of all appointments of officers made by the Directors;
 - (ii) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (iii) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.
- (c) Any such minute, if purporting to be signed by the chairperson of the meeting at which the proceedings were held, or by the chairperson of the next succeeding meeting, shall be evidence of the proceedings.

PROCEEDINGS OF THE BOARD OF DIRECTORS**21 Regulation of Meetings of the Board of Directors**

- (a) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Board shall hold a minimum of six meetings every year.
- (c) A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

- (d) All Directors shall be entitled to reasonable notice of any meeting of the Directors but, if the Directors so resolve, it shall not be necessary to give notice of a meeting of the Directors to any Director who, being resident in the State, is for the time being absent from the State.
- (e) 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 and may consist of several documents in the like form each signed by one or more of the Directors. Any such resolution in writing may consist of several documents in like form, each signed by one or more of the Directors and for all purposes shall take effect upon receipt at the registered office of the Company of all such several documents, by facsimile transmission or otherwise.
- (f) Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of a conference between some or all of the Directors, or as the case may be, members of the committee who are not all in one place, but each of whom is able, (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others. Any Director or member of a committee participating at such a meeting will be deemed to be present in person at such meeting and shall be entitled to vote and be counted in a quorum accordingly.
- (g) All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

22 **Voting at Meetings of the Board**

- (a) Questions arising at any meeting shall be decided by a majority of votes.
- (b) Where there is an equality of votes, the chairperson shall have a second or casting vote.
- (c) A Director may not vote in respect of a contract in which he or she is interested or any matter arising thereout.

23 **Quorum for Meetings of the Board**

- (a) The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two.
- (b) The continuing Directors or a sole Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed for the quorum, they may act only for the purposes of filling vacancies or calling a general meeting.

COMMITTEES

24 Establishment and Regulation of Committees

- (a) The Directors may establish one or more committees, consisting of at least one Director and such Members of the Company or other persons as may be appointed by the Board, as they think fit for such purposes. Such committees shall have such functions as the Directors shall determine and, without prejudice to section 40 of the Act, the Directors may delegate any of their powers to such person or persons as they think fit, including committees.
- (b) Any committee formed by the Directors shall, in the exercise of the powers delegated to it, conform to any regulations that may be imposed on it by the Directors.
- (c) All committees established by the Directors shall be responsible to and report to the Directors.
- (d) The chairperson of the Board of Directors shall be entitled to be a member of every committee

25 Proceedings of Committees

- (a) A committee may elect a chairperson of its meetings from among their number.
- (b) A committee may meet and adjourn as it thinks proper.
- (c) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and where there is an equality of votes, the chairperson shall have a second or casting vote.

SECRETARY

26 Company Secretary

- (a) The Secretary may be appointed by the Members in accordance with Article 15(d) or may be appointed by the Directors for such term and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

- (b) The Directors may appoint an assistant or deputy secretary and any provision in these Articles requiring or authorising a thing to be done by or to the Secretary shall be satisfied by it being done by or to the assistant or deputy secretary.
- (c) A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.
- (d) The Directors have a duty to ensure that the person appointed as Secretary has the skills or resources necessary to discharge his or her statutory and other duties.

THE SEAL

27 Use of the Seal

- (a) The Seal shall be used only by the authority of the Board or of a committee of Board authorised by the Board in that behalf.
- (b) Any instrument to which the Seal shall be affixed shall be signed by a Director or by some other person appointed for the purpose by its Directors or by a foregoing committee of them, and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors or by a foregoing committee of them for that purpose.
- (c) Save as otherwise provided by the constitution of the Company, if there a registered person has been authorised by the Company under Section 39(1) of the Act, the Company's seal may be used by such person and any instrument to which the Company's seal shall be affixed when it is used by the registered person shall be signed by that person and countersigned:
 - (i) by the Secretary or a Director; or
 - (ii) by some other person appointed for the purpose by the Directors or a committee of the Directors authorised by the Directors in that behalf.

ACCOUNTS

28 Preparation and Keeping of Accounts

- (a) The Board shall cause adequate accounting records to be kept relating to:
 - (i) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (ii) the assets and liabilities of the Company; and
 - (iii) all sales and purchases of goods by the Company.

- (b) The accounting records shall be kept at the registered office of the Company or, subject to Section 283 of the Act, at such other place as the Board thinks fit, and shall at all reasonable times be open to the inspection of the Directors.
- (c) Adequate accounting records shall be deemed to have been maintained if they explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.
- (d) The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any accounting records or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

29 **Laying of Accounts Before the Annual General Meeting**

- (a) The Directors shall from time to time in accordance with Chapter 4 of Part 6 of the Act cause to be prepared and to be laid before the annual general meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by that Chapter to be prepared and laid before the annual general meeting of the Company.
- (b) A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the Directors' report and statutory auditors' report shall, not less than 21 days before the date of the annual general meeting, be sent to every person entitled under the provisions of the Act to receive them.

AUDIT

30 **Audit**

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

NOTICES

31 **Notices**

- (a) A notice may be given by the Company to any Member either in writing or by electronic means subject to the provisions of this Article 31.
- (b) A notice in writing may be served on or given to the Member in one of the following ways:

- (i) By delivering it to the Member;
 - (ii) By leaving it at the registered address of the Member;
 - (iii) By sending it by post in a prepaid letter or by courier to the registered address of the Member; or
 - (iv) By electronic means.
- (c) Any notice served or given in accordance with sub-clause (b) of this Article 31 shall be deemed, in the absence of any agreement to the contrary between the Company and the Member, to have been served or given:
- (i) In the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);
 - (ii) In the case of its being left, at the time that it is left;
 - (iii) In the case of it being posted (to an address in the State) on any day other than a Friday, Saturday or Sunday, 24 hours after dispatch and in the case of its being posted (to such an address) –
 1. On a Friday – 72 hours after dispatch; or
 2. On a Saturday or Sunday – 48 hours after dispatch;
 - (iv) In the case of it being posted (to an address outside the State) on any day other than a Friday, Saturday or Sunday, 24 hours after dispatch and in the case of its being posted (to such an address) –
 3. On a Friday – 168 hours after dispatch; or
 4. On a Saturday or Sunday – 120 hours after dispatch; or,
 - (v) In the case of electronic mail, at the time it was sent;

but subject to Section 181(3) of the Act (as reproduced at Article 7(i) of these Articles) regarding notice of general meetings.

WINDING-UP

32 Winding Up

If the Company shall be wound up the provisions contained in clause 9 of the Memorandum of Association shall be performed and have effect in all respects as if the same were repeated in these Articles.

INDEMNITY

33 Indemnity

Subject to the provisions of the Act every member of the Board or of a committee appointed by it or any agent of the Board or such a committee, auditors, Secretary and every other officer for the time being of the Company shall be indemnified out of the assets of the Company against –

- (a) any liability incurred by him or her in defending any proceedings, whether civil or criminal, in relation to his or her acts while acting in such capacity which judgment is given in his or her favour or in which he or she is acquitted, or in connection with any application under Section 233 or 234 of the Act in which relief is granted to him or her by the Court; and
- (b) all losses that he or she may sustain or incur in or about the execution of the duties of his or her office or otherwise in relation thereto and no officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his or her office or in relation thereto.

We, the several persons whose name, addresses and descriptions are subscribed, wish to be formed into a company in pursuance of this Constitution.

NAME, ADDRESSES, AND DESCRIPTIONS OF SUBSCRIBERS
<p>May Maher, Director, 10 Glenmore Road, North Circular Road, Dublin 1.</p>
<p>Margaret Burke, Librarian, 3 Sundrive Park, Kimmage, Dublin 12.</p>
<p>Mairin Kenny, Project Worker, 8 Oakwood Drive Finglas East, Dublin 11.</p>
<p>Jean McCord, Adult Literacy Organiser 15 Kilmore Drive, Artane, Dublin 5.</p>
<p>Pauline Breslin, Nurse's Aid, 7 Baltglass Road Howth, Co. Dublin.</p>
<p>Noel Dalton, Adult Education Organiser, Station House, Battersrown, Co Meath.</p>
<p>Mary Kett, Assistant Co-ordinator National Reading Initiative, 42 Mountain View Road, Ranelagh, Dublin 6.</p>

Dated this 31st day of January 2001

Witness of above signatures:

Inez Bailey
76 Gardiner Street
Dublin