

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

CONSTITUTION

OF

NATIONAL YOUTH COUNCIL OF IRELAND

(as amended by special resolution dated 29 September 2022)

**CONSTITUTION
OF
NATIONAL YOUTH COUNCIL OF IRELAND
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 is the National Youth Council of Ireland (the “**Company**”).

2 COMPANY TYPE

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

3 MAIN OBJECTS

3.1 The Main Objects (“**Main Objects**”) for which the Company is established are to advance education and to benefit the community by:

3.1.1 bringing together voluntary youth organisations and agencies in Ireland in order to promote the advancement of learning and education of young people and adults working with youth;

3.1.2 encouraging co-operation with the development of young people in Ireland;

3.1.3 promoting and safeguarding the interests and concerns of young people;

3.1.4 affording Irish voluntary youth organisations a means of representation nationally and internationally;

3.1.5 facilitating the promotion of peace, understanding and tolerance between young people and the communities in which they live;

3.1.6 fostering youth participation at all levels and in all aspects of Irish society;

3.1.7 facilitating and supporting member organisations in establishing and attaining common objectives;

3.1.8 assisting member organisations in understanding and promoting the interests of young people and in seeking solutions to youth problems;

3.1.9 promoting the exchange of information about young people, their concerns and interests;

- 3.1.10 researching areas of concern for youth organisations and young people in Ireland and internationally;
- 3.1.11 providing occasions wherein the opinions and views of young people can be aired and heard;
- 3.1.12 maintaining and developing international contacts;
- 3.1.13 actively encouraging the development of equal opportunities programmes and policy within the Irish youth sector;
- 3.1.14 playing a leadership role in actively raising the profile of youth work;
- 3.1.15 enhancing the status of youth work and young people;
- 3.1.16 increasing the resources available to youth work; and
- 3.1.17 promoting youth work and young people to Government, the Oireachtas, statutory agencies and within the media.

4 SUBSIDIARY AND ANCILLARY OBJECTS

4.1 The objects set out hereafter are exclusively subsidiary and ancillary to the Main Objects set out above. These objects are to be pursued only for the attainment of those Main Objects and any income generated therefrom is to be applied for the Main Objects only. As subsidiary objects:

- 4.1.1 to provide facilities and other resources and to help maintain and finance such facilities and other resources as are conducive to the pursuit of the Main Objects of the Company; and
- 4.1.2 to provide such services connected with the Main Objects of the Company, as are considered to be of assistance and benefit in furthering the Main Objects of the Company.

5 POWERS

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

- 5.1.1 to furnish and provide the Company's property with such furniture implements, machinery and conveniences as the Company may think desirable;
- 5.1.2 to raise funds and help raise funds for any charitable purpose;
- 5.1.3 to contribute by donation, subscription, loan, guarantee or otherwise to any other charitable object whatsoever;
- 5.1.4 to take such steps by personal or written appeals, or otherwise, as may from time to time be deemed expedient for the purpose of procuring

contributions to the funds of the Company, by way of donations or otherwise;

- 5.1.5 to subscribe to any local or other charities;
- 5.1.6 to construct, maintain, and alter any houses, buildings, or works necessary or convenient for the purposes of the Company;
- 5.1.7 to take any gift of property of any nature and any devise, legacy or annuity, subscription, contribution or fund, whether subject to any special trust or not, for any one or more of the Main Objects of the Company and to apply to such purpose the capital as well as the income of any such legacy, donation or fund;
- 5.1.8 to sell, manage, lease, mortgage, dispose of, or otherwise deal with all or any part of the property of the Company and to apply the net proceeds of such sale or mortgage for such charitable purposes of the Company as it may think fit and in particular for all or any of the charitable purposes of the Company;
- 5.1.9 to carry on any business which may seem to the Company capable of being conveniently carried on in connection with the Main Objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests;
- 5.1.10 to make, draw, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments;
- 5.1.11 to acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or interest, whether immediately or reversionary, and whether vested or contingent: any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances and to hold and farm and work or manage or to sell, let, alienate, mortgage, lease or charge land, house property, shops, flats, maisonettes, reversions, interests, annuities, life policies and any other property real or personal, movable or immovable, either absolutely or conditionally and either subject to or not to any mortgage, charge, ground rent or other rents or encumbrances and to pay for any lands, tenements, hereditaments or assets acquired by the Company in cash, or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner;
- 5.1.12 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;
- 5.1.13 to establish or participate in other companies or associations, whether as shareholder or member or otherwise;

- 5.1.14 to take or otherwise acquire, and to hold, membership interests, shares and/or securities of any company or association and to sell, hold, reissue, with or without guarantee, or otherwise deal with same;
- 5.1.15 to establish and support, and to aid in the establishment and support of, any other company or association formed for all or any of the Main Objects of the Company and to subscribe to any charitable purposes in any way connected with the Main Objects of the Company or which may be calculated to further its interests or any of them;
- 5.1.16 to amalgamate with any companies, institutions, societies or associations which are registered charities and which have objects similar to those of the Company;
- 5.1.17 to co-operate with other companies, institutions, societies or associations as the Company considers necessary and desirable;
- 5.1.18 to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is from time to time authorised to amalgamate provided strictly that to do so would be in accordance with the charitable objects of the Company;
- 5.1.19 to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is from time to time authorised to amalgamate, provided strictly that to do so would be in accordance with the charitable objects of the Company;
- 5.1.20 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, provided strictly that to do so would be in accordance with the charitable objects of the Company;
- 5.1.21 to promote any company for the purpose of acquiring all or any of the property and/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 seem directly or indirectly calculated to benefit the Company, provided strictly

that to do so would be in accordance with the charitable objects of the Company;

- 5.1.22 to invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also to as hereinafter provided;
- 5.1.23 to accumulate capital for any purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally. Prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of two (2) years;
- 5.1.24 to receive and administer and allocate grants and gifts made available to the Company for its Main Objects (and whether or not such grants or gifts are made from such public funds or otherwise) under the terms and conditions attached to such grants and gifts;
- 5.1.25 to collect all allocations, fees or other amounts payable for facilities and services provided by the Company;
- 5.1.26 to enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or company that may seem conducive to the Main Objects, and to obtain from any such government authority or company, any charters, contracts, decrees, rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions;
- 5.1.27 to borrow and raise money in such manner as the Company may think fit and to secure the payment of money by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charged upon, or by mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, and generally in such other manner and on such terms as may seem expedient, and to issue any of the Company's securities, for such consideration and on such terms as may be thought fit, including the power to pay interest on any money so raised or borrowed: and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem or pay off any such securities;
- 5.1.28 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 Objects of the Company;
- 5.1.29 to undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the Main Objects of the Company;

- 5.1.30 to produce any publications that the Company may think desirable for the promotion of its Main Objects;
- 5.1.31 to employ, engage and retain all such officers and servants and to appoint, engage and retain or direct the appointment, engagement or retention of such educational, administrative, clerical, financial and other employees, consultants and advisers of any description as may be required for the purposes of the Company and to make all reasonable and necessary provisions for the payment of wages, salaries, pensions, superannuation to or on behalf of employees and their widows, widowers and other dependents;
- 5.1.32 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;
- 5.1.33 to promote freedom of contract and to resist, insure against, counteract and discourage interference therewith to join any lawful federation, union, association or party and to contribute to the funds thereof, or do any other lawful act or thing, with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company 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;
- 5.1.34 to procure the Company to be registered or recognised in any foreign country, colony, dependency or place;
- 5.1.35 to pay all or any expenses of, incidental to or incurred in connection with the formation and incorporation of the Company and the raising of its loan capital, or to contract with any person or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any debentures or securities of the Company;

- 5.1.36 to pay premiums for insurance for the benefit of the officers and to insure any or all of the Directors or other officers against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided he or she acted in good faith and in the performance of his or her functions as charity trustee (as defined in the Charities Act);
- 5.1.37 to do all or any of the above things on any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone in partnership or conjunction with any person, company or association, and to contract for the carrying on of any operation connected with the Company's Main Objects by any person, company or association; and
- 5.1.38 to do all such other things as may be deemed incidental or conducive to the attainment of the Main Objects or any of them.

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

PROVIDED THAT:

- 5.2 in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;
 - 5.2.1 the powers shall not be construed in any way so as to render any of them otherwise than exclusively charitable;
 - 5.2.2 the powers are ancillary and subsidiary to the Main Objects set out in clause 3.1; and
 - 5.2.3 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.

6 LIMITATION OF LIABILITY

- 6.1 The liability of the Members is limited.

7 GUARANTEE OF MEMBERS

- 7.1 Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he/she/they are a Member, or within one (1) year after the Member ceases to be a Member, for:
 - 7.1.1 payment of the debts and liabilities of the Company contracted before the Member ceases to be a Member, and of the costs, charges, and expenses of winding up; and

- 7.1.2 the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding €1 (EUR 1).

8 WINDING UP

- 8.1 If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the Members. Instead, such property shall be given or transferred to some other company or companies (being a charitable institution or institutions) having principal objects similar to the Main Objects of the Company. The company or companies (being a charitable institution or institutions) to which the property is to be given or transferred shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 9 hereof. Members shall select the company or companies (being a charitable institution or institutions) at or before the time of dissolution. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

9 PROHIBITION ON PAYMENTS TO MEMBERS

- 9.1 The income and property of the Company shall be applied solely towards the promotion of the Main Objects 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 the Members. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:
- 9.1.1 reasonable and proper remuneration to any Member, officer or servant of the Company (not being a Director) for any services rendered to the Company;
 - 9.1.2 interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by any Director or any Member to the Company;
 - 9.1.3 reasonable and proper rent for premises demised and let by any Member or any Director to the Company;
 - 9.1.4 reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
 - 9.1.5 fees, remuneration or other benefit in money or money's worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such company; or
 - 9.1.6 sums to any Director or to any person with whom a Director has a personal connection (within the meaning of section 2(1) and 2(2) of the Charities Act) in return for services actually rendered to the Company, pursuant to an agreement entered into in compliance with section 89 of the Charities Act.

10 APPROVALS, ALTERATIONS OR AMENDMENTS

- 10 The Company must ensure that the Charities Regulator has a copy of its most recent Constitution. If it is proposed to make an amendment to the Constitution which requires the prior approval of the Charities Regulator, advance notice in writing of the proposed changes must be given to the Charities Regulator for approval, and the amendment shall not take effect until such approval is received.
- 11 No amendments of any kind shall be made to the provisions of clauses 8 and 9 of the Memorandum and no amendments shall be made to the Constitution to such extent that they would alter the effect of clauses 8 and 9 of the Memorandum, such that there would be non-compliance with the requirements of section 1180 of the Act.

**CONSTITUTION
OF
NATIONAL YOUTH COUNCIL OF IRELAND
ARTICLES OF ASSOCIATION**

1 PRELIMINARY

1.1 Definitions

In these Articles unless otherwise required in any specific instance, the following terms shall have the following meanings:

“Act”	The Companies Act 2014 and every other enactment which is to be read together with that Act.
“Affiliate”	Any individual or organisation who has been granted affiliation status of the Company under Article 2.4 and “Affiliation” shall be construed accordingly.
“Annual General Meeting” or “AGM”	An annual meeting of the Company.
“Articles”	These Articles of Association of the Company, each article being an “Article” .
“Board”	The board of directors of the Company.
“Charities Regulator”	The Charities Regulatory Authority, a body established by section 13 of the Charities Act to perform the functions conferred on it by the Charities Act.
“Charities Act”	The Charities Act 2009 and every other enactment which is to be read together with that Act.
“Clause”	A clause of the Memorandum.
“Constitution”	The Memorandum and the Articles.
“Directors”	The directors for the time being of the Company or the directors present at a duly convened meeting of the Board and includes any person occupying the position of director by whatever name called and, for the avoidance of doubt, each such director of the Company is construed to be a “director” for the purposes of the Act.
“Elected Director”	A director elected by the Company at Annual General Meeting as referred to in Article 13.

“Electoral College”	Each of the Youth Work Electoral College and the Youth Interest Electoral College and “Electoral Colleges” shall be construed accordingly.
“Electronic Address”	Any unique address or number used for the purposes of sending or receiving documents or information by Electronic Means.
“Electronic Communications Technology”	Technology that enables real time transmission and real time two-way audio-visual or audio communication enabling attendees at the meeting as a whole with a reasonable opportunity to participate in the meeting using such technology from a remote location.
“Electronic Form”	A notice, document or information that is given, served or delivered by Electronic Means including (without limitation) by making such notice, document or information available on a website or by sending such notice, document or information by email.
“Electronic Means”	Methodology, functions and processes by which electronic equipment processes (including through digital compression), stores and transmits data, employing wires, radio, optical technologies or any other electromagnetic means, and includes email.
“Electronic Platform”	An electronic system for the delivery of audio-visual or audio communication, including websites, access software and access telephone details or any other electronic technology that delivers such communication.
“Electronic Signature”	An electronic signature within the meaning of the Electronic Commerce Act 2000.
“European Youth Forum”	A representative body of European youth organisations based in Belgium with an office at Rue de l’Industrie, 10 1000 Brussels, Belgium.
“Extraordinary General Meeting or “EGM”	A general meeting of the Company which is not the Annual General Meeting.
“Functional Director”	A director appointed at the sole discretion of the Elected Directors as referred to in Article 9.2.2.
“International Advisory Committee”	The committee for the time being and from time to time formed under Article 18.
“Léargas”	A registered charity in Ireland for the advancement for education having charity registration number 20020330, and a company limited by guarantee with company number 208725 and a registered office at Kings Inns House, Parnell Street, Dublin 1.

The main objects of the Company as defined in Clause 3

“Main Objects”	of the Memorandum.
“Mandatory Provision”	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”	A member organisation of the Company for the purposes of the Act, and “Members” and “Membership” shall be construed accordingly.
“Membership Review Committee”	The committee for the time being and from time to time formed for the purposes of reviewing applications for Membership and/or Affiliation of the Company under Article 25.
“Memorandum”	The memorandum of association of the Company.
“month”	A calendar month.
“Office”	The Company’s registered office from time to time, within the meaning of the Act.
“Optional Provision”	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.
“Register”	The register of members that section 169 of the Act (as modified by section 1201 of the Act) requires the Company to keep.
“Rules Procedure”	of The rules governing the Company’s internal affairs as they stand from time to time adopted in accordance with these Articles.
“Seal”	The common seal of the Company.
“Secretary”	Any person who is appointed to perform the duties of the Secretary of the Company and includes an assistant to such a person and a person acting in that capacity for the time being.
“the State”	The Republic of Ireland.
“Strategic Plan”	The strategic plan drafted, approved and adopted by the Directors from time to time. “
“year”	A calendar year.

1.2 Interpretation

- 1.2.1 A word or term that is defined in the Memorandum has the same meaning in these Articles as it has in the Memorandum.
- 1.2.2 Subject to the qualification in Article 1.2.12, a reference to any statutory enactment or any section or provision thereof shall mean such enactment, section or provision as the same may be amended or replaced and may from time to time and for the time being be in force.
- 1.2.3 Unless the context requires otherwise, a word importing any gender includes every gender, the singular number includes the plural, and vice versa, and a word importing persons includes firms and bodies corporate (including a company). In places, these Articles use the word “they” or “their” when referring to an individual.
- 1.2.4 The headings and captions in these Articles are inserted for convenience of reference only and are not a part of and shall not affect the construction or interpretation of these Articles.
- 1.2.5 Subject to the requirements of any Mandatory Provision, to the greatest extent possible the provisions of this Constitution shall take precedence over the provisions of the Act.
- 1.2.6 The provisions of the Act are adopted except, in respect of the Optional Provisions identified in the Act, to the extent that this Constitution provides otherwise or states otherwise (expressly or by import).
- 1.2.7 Unless the contrary intention appears, any expression in the Articles referring to writing (or any cognate word):
- (A) shall be construed as including a reference to printing, lithography, photography and any other mode of representing or reproducing words in a legible and non-transitory form including, for the avoidance of doubt, facsimile and electronic messaging systems; and
 - (B) subject to the circumstances in Article 1.2.10 and to the requirements of the Act, shall not include writing in Electronic Form.
- 1.2.8 The circumstances mentioned in Article 1.2.7 (in which writing (and cognate words) includes writing in Electronic Form) are:
- (A) where such is provided in the Articles; and
 - (B) in the case of a notice, communication, document or information to be given, served or delivered to the Company, where the Company has agreed to receipt in Electronic Form and such notice, communication, document or information is given, served or delivered in such Electronic Form and manner as may have been specified by the Board from time to time for the giving, serving or delivery of notices, communications, documents or information in Electronic Form.
- 1.2.9 A notice, communication, document or information is given, served or delivered in Electronic Form if it is given, served or delivered by Electronic Means

including, without limitation, by making such notice, communication, document or information available on a website or by sending such notice, communication, document or information by e-mail.

- 1.2.10 Where a Member or an Affiliate has provided an Electronic Address to the Company, the Company may use Electronic Means to send notices or other communications, information or documentation (including without limitation, financial statements) to that Member or Affiliate. A Member or Affiliate may from time to time notify the Company of a change to the Electronic Address to be used for such Member or Affiliate.
- 1.2.11 Expressions in these Articles referring to execution of any document shall include any mode of execution, whether under seal or under hand, and any mode of Electronic Signature as may from time to time be approved by the Board.
- 1.2.12 Unless specifically defined in these Articles or in the Memorandum and unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as it has or they have in the Act or the Charities Act (but in each case excluding any statutory modification thereof which modification is not in force when these Articles become binding on the Company).

2 MEMBERSHIP

- 2.1 The number of Members at the date of adoption of this Constitution is 50 but the Directors may from time to time register an increase or decrease in the number of Members, subject to there being a minimum of three Members for so long as the Company benefits from charitable tax-exempt status from the Revenue Commissioners.
- 2.2 Those Members registered in the Register at the date of adoption of this Constitution and such other persons as the Directors shall admit to Membership, and whose names are entered in the Register, shall be the Members.
- 2.3 Membership shall be open to any voluntary, not for profit or non-governmental organization which accepts the objectives as set out in Clause 3 of the Memorandum and which has an interest in the youth sector in Ireland. Organisations which are already associated or affiliated to a Member may not separately be a Member.
- 2.4 Any individual or organisation with an interest in the youth sector in Ireland that is unable to satisfy the requirements of Article 2.3 may apply to be an Affiliate. Affiliates are associated with the Company's activities, but an Affiliate does not have the right to become a Member. Affiliates have no voting rights.
- 2.5 All applications to become a Member or an Affiliate, of which notice has been given, shall be submitted to the chair of the Membership Review Committee who shall forward the applications to the Membership Review Committee. The Membership Review Committee shall send to the Board its report and recommendations on which of those applicants should be admitted. The Board shall consider and approve these recommendations, as appropriate, at a Board meeting. The composition of the Membership Review Committee shall be in accordance with Article 25.1 and it shall perform those functions set out in Article 25.2.

- 2.6 The Company shall maintain a Register. The entry of a Member's name in the Register shall be evidence of Membership but no Member shall be entitled to request the Company to issue a certificate of Membership.
- 2.7 A Member or Affiliate may have their position terminated:
- 2.7.1 at least two (2) months from the date of a written notification, to the Secretary at the Office, to the Member or Affiliate, and to the delegates of the Member or Affiliate, as appropriate, of the decision of not less than two-thirds of the Members present and voting at a meeting specifically convened to require the Member or Affiliate to resign;
 - 2.7.2 with immediate effect upon the winding up of a Member or Affiliate;
 - 2.7.3 in the event of non-payment of the annual subscription in accordance with Article 8;
 - 2.7.4 in the event that the Affiliate is an individual, with immediate effect upon the death or bankruptcy of an Affiliate; and
 - 2.7.5 forthwith from the date on which the Member or Affiliate gives written notice of resignation to the Secretary at the Office.
- 2.8 Each Member and Affiliate shall retain complete autonomy and shall not be subject to direction in their affairs by any organ of the Company.
- 2.9 Each Member and Affiliate shall use reasonable endeavours to promote the Main Objects and the 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.
- 2.10 The rights of each Member and Affiliate shall be personal to them and shall not be transferable, transmissible or chargeable by their own act, by operation of law or otherwise.
- 2.11 Save as provided by these Articles, each Member shall be entitled to notice of, and to attend and vote at, general meetings of the Members.

3 GENERAL MEETINGS

- 3.1 In accordance with the Act, general meetings are meetings of the Members and may be held by way of Annual General Meeting or Extraordinary General Meeting. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- 3.2 An Annual General Meeting shall be held once in every calendar 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.
- 3.3 Subject to the provisions of section 176 of the Act, general meetings of the Members may be held inside or outside the State, and Members may attend by means of conference or other telecommunication or electronic facility which provides them with a reasonable opportunity to participate, and if attending by such means will be deemed to

be present in person at such meeting and shall be entitled to vote and be counted in a quorum accordingly.

- 3.4 General meetings of the Company may be attended by up to three (3) nominated delegates from each Member, and where a delegation consists of three (3) delegates, it is desirable that at least one (1) delegate must be under the age of twenty-five (25).
- 3.5 Each delegate of a Member shall constitute a representative of that Member (and may only represent one (1) Member) but so that only one such delegate can exercise the voting rights on behalf of the Member on any resolution at a general meeting and exercise the right to call for a poll on a resolution.
- 3.6 Each member shall forward the names of up to three (3) delegates to the Secretary in writing not later than two (2) weeks prior to the holding of the general meeting and the names of the delegated will be confirmed at the time of registration at the opening of the general meeting. If any of the names previously notified to the Company have altered by the time of registration, prior to the meeting (and up to the time of the registration), the relevant delegate shall furnish the Secretary with a notice in writing from the Member appointing the person as a delegate for the general meeting.
- 3.7 Save as herein otherwise provided, at least one-third of the total number of Members for the time being, rounded up to the nearest whole number, present in person shall be a quorum. Members attending a meeting by way of conference or other telecommunication or electronic facility will be deemed to be present in person at such meeting in accordance with Article 3.3.
- 3.8 No business shall be transacted at any general meeting unless a quorum of Members is present both at the time when the meeting proceeds to business and during the currency of the meeting.
- 3.9 Each Elected Director shall be, ex-officio, a delegate of his/her/their respective Member.
- 3.10 While each delegate shall have full speaking rights, each Member shall have only one vote except where otherwise expressly stated in these Articles.
- 3.11 Each delegate of a Member shall constitute a representative of that Member (and may only represent one (1) Member) but so that only one such delegate can exercise the voting rights on behalf of the Member on any resolution at a general meeting and exercise the right to call for a poll on a resolution.
- 3.12 Except as stated in these Articles, the adoption of a policy or resolution at a general meeting of the Company shall require a majority of two-thirds of the Member present.

4 ANNUAL GENERAL MEETING

- 4.1 The business of the Annual General Meeting shall include:
 - 4.1.1 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 Directors' report;
 - 4.1.2 the review by the Members' of the Company's affairs;

- 4.1.3 the authorisation of the Directors to approve the remuneration of the Statutory Auditors (if any);
 - 4.1.4 the election and re-election of twelve (12) Elected Directors in accordance with Article 13;
 - 4.1.5 the appointment or re-appointment of Statutory Auditors;
 - 4.1.6 consider any resolutions duly submitted under Article 6.7;
 - 4.1.7 consider election and re-election of the Membership Review Committee; and
 - 4.1.8 election of a Returning Officer of the Company.
- 4.2 The Annual General Meeting will be held once in each year (within a period of not more than fifteen months (15) after the holding of the last preceding Annual General Meeting) at a time and place as determined by the Board and will be called by the Board by twenty-one (21) clear days' notice in writing to each Member. The notice should enclose the Company's statutory financial statements, the report of the Directors, the report of the Statutory Auditors and any other reports which are to be considered.

5 NOTICE OF GENERAL MEETINGS

- 5.1 Subject to section 181 of the Act, a meeting of the Members, other than an adjourned meeting, shall be called in the case of an Annual General Meeting or an Extraordinary General Meeting for the passing of a special resolution, by not less than 21 days' notice, and in the case of any other Extraordinary General Meeting, by not less than 7 days' notice.
- 5.2 A meeting of the Members shall, notwithstanding that it is called by shorter notice than that specified in Article 5.1, 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.
- 5.3 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.
- 5.4 The Directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened through petition by not less than one-third of the total number of Members for the time being, rounded up to the nearest whole number.
- 5.5 A notice calling any general meeting of the Company must:
- 5.5.1 specify the place, the day and the hour of the meeting;
 - 5.5.2 specify the general nature of the business to be transacted at the meeting;
 - 5.5.3 in the case of a proposed special resolution (within the meaning of the Act), the text or substance of that proposed special resolution; and

- 5.5.4 be given in the manner hereinafter mentioned to such persons as are under these Articles entitled to receive such notices from the Company.
- 5.6 No other matter shall be brought before such general meeting.
- 5.7 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person who is entitled to receive such notice shall not invalidate the proceedings at that meeting.
- 5.8 Notice of every general meeting of the Members shall be given in the manner provided for in these Articles to:
 - 5.8.1 every Member;
 - 5.8.2 every Affiliate;
 - 5.8.3 the Directors and Secretary; and
 - 5.8.4 unless the Company is entitled to and has availed of the audit exemption referred to in Article 5.2, the statutory auditor of the Company.
- 5.9 Notwithstanding any other provisions of these Articles, where notice of a general meeting is given by posting by ordinary prepaid post to the usual or notified address of a Member or an Affiliate, 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.
- 5.10 In the case of a general meeting to be held electronically in accordance with this Article, the notice of a meeting shall specify:
 - 5.10.1 the Electronic Platform to be used for the meeting;
 - 5.10.2 details for access to the Electronic Platform or platforms;
 - 5.10.3 the time and manner by which an attendee must confirm his/her/their intention to attend the meeting;
 - 5.10.4 any requirements or restrictions which the Company has put in place in order to identify attendees who intend to attend the meeting;
 - 5.10.5 the procedure for attendees to communicate questions and comments during the meetings; and
 - 5.10.6 the procedure to be adopted for voting on resolutions proposed to be passed at the meeting.
- 5.11 Notwithstanding any other Articles in this constitution, the Board may determine that a general meeting shall be held as a physical meeting or in combination with an Electronic Platform or platforms using Electronic Communications Technology that enables Members and Affiliates to have a reasonable opportunity to participate in the meeting without having to be physically present at the meeting.
- 5.12 The use of Electronic Communications Technology pursuant to this Article may be made subject only to such requirements or restrictions put in place by the Company as are

necessary to ensure the identification of attendees and the security of the Electronic Communications Technology, to the extent that such requirements or restrictions are proportionate to the achievement of those objectives. Before the general meeting concerned, the Company shall inform all attendees of any requirements or restrictions which it has put in place.

5.13 Where a general meeting is to be facilitated through the use of Electronic Communications Technology, the Company shall ensure, as far as practicable, that:

5.13.1 such Electronic Communications Technology:

- (A) provides for the security of any Electronic Communications by the attendee,
- (B) minimises the risk of data corruption and unauthorised access,
- (C) provides certainty as to the source of the electronic communications,
- (D) in the case of any failure or disruption of such technology, that failure or disruption is remedied as soon as practicable, and
- (E) such Electronic Communications Technology enables the attendee to:
 - (1) hear what is said by the chairperson and any person introduced by the chairperson, and
 - (2) speak and submit questions and comments during the meeting to the chairperson to the extent that the attendee is entitled to do so under this constitution.

5.14 Any temporary failure or disruption of Electronic Communications Technology shall not invalidate the general meeting or any proceedings relating to the meeting. Unless such failure or disruption is attributable to any wilful act of the Company, the Company shall not be liable in respect of any failure or disruption relating to the equipment used by an attendee to access a general meeting by Electronic Communications Technology that occurs and which failure or disruption prevents or interferes with the attendee's participation, by way of such technology, in the meeting.

5.15 Where a general meeting is conducted electronically in accordance with this Article, the Company may facilitate for that purpose the use of Electronic Communications Technology, including a mechanism for casting votes by a Member, whether before or during the meeting. Such a mechanism shall not require the Member or its delegate(s) to be physically present at the general meeting.

6 PROCEEDINGS AT GENERAL MEETINGS

6.1 The President shall preside as chairperson at every general meeting of the Company, or if the President is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one (1) of their number to be chairperson of the meeting.

- 6.2 If at any meeting no Director is willing to act as chairperson or if no Director is present within fifteen (15) minutes after the time appointed for holding the meeting, the Members present shall choose one (1) of their number present to be chairperson of the meeting.
- 6.3 The chairperson of the meeting 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. However, no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 6.4 When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, except as aforesaid, it shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.
- 6.5 If within a period of time, to be determined by the chairperson of the meeting, from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved: in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within a period of time, to be determined by the chairperson, from the time appointed for the meeting, the Members present shall be a quorum.
- 6.6 Members are not entitled to appoint a proxy to attend or vote at general meetings and section 183 of the Act is disappplied in this regard.
- 6.7 Members may submit resolution(s) for consideration at a general meeting in writing to the Secretary not less than thirty (30) clear days prior to the holding of the general meeting, and only those resolutions coming within the ambit of Clauses 3 or 4 of the Memorandum will be placed by the Board before the Members at the respective general meeting.
- 6.8 The text of all special resolutions to be considered will be circulated to the Members at least twenty-one (21) clear days prior to the general meeting of the Members. The text of all ordinary resolutions to be considered will be circulated to the Members at least seven (7) clear days prior to the general meeting of the Members.
- 6.9 An emergency resolution, which comes within the ambit of Clause 3 of the Memorandum of the Company, does not relate to changes in Membership and is of urgent importance, may be tabled by a Member at a general meeting of the Company, and will require a four-fifths majority of the Members present for acceptance.

7 VOTES OF MEMBERS

- 7.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands (or if the meeting is being held by way of conference or other telecommunication or electronic facility, by way of voice indication or other electronic indication) unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- 7.1.1 by the chairperson,
- 7.1.2 by at least three Members present, or

- 7.1.3 by any Member or Members present and representing not less than 10 per cent of the total voting rights of all the Members concerned having the right to vote at the meeting.
- 7.2 At any general 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.
- 7.3 Where a matter is being decided, whether on a show of hands or on a poll, every Member present in person shall have one (1) vote, but so that no Member shall have more than one (1) vote.
- 7.4 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.
- 7.5 Unless a poll is so demanded (and the demand not be withdrawn) in accordance with section 1207, a declaration by the chairperson that a resolution has, on a show of hands (or if the meeting is being held by way of conference or other telecommunication or electronic facility, by way of voice indication or other electronic indication), been carried, or has been carried unanimously, or has been carried by a particular majority, or has been lost, and an entry to that effect in the minute book of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.
- 7.6 Except as provided in Article 7.8, if a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such manner as the chairperson of the meeting 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.
- 7.7 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.
- 7.8 A poll demanded on the election of the position of chairperson of the meeting 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.
- 7.9 A resolution in writing signed by all of the Members for the time being entitled to attend and vote on such resolution at a general meeting 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. Any such resolution in writing may consist of several documents in like form each signed by one (1) or more Members. It shall be deemed to have been passed at a meeting held on the date on which it was signed by the last Member to sign, and, where the resolution states a date as being the date of that Member's signature, this statement shall be prima facie evidence that it was signed by that Member on that date.

8 MEMBERSHIP SUBSCRIPTIONS

Membership and Affiliation shall expire each year unless renewed payment of the annual subscription for the financial year then current has been paid by the start of the Annual General Meeting of the Company in that year. The Board shall determine the amount of the subscription on an annual basis by 2/3 majority vote of those Directors present and voting.

9 THE BOARD OF DIRECTORS

9.1 The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Members in general meeting, but subject to:

9.1.1 the provisions of this Constitution;

9.1.2 the provisions of the Act; and

9.1.3 such directions, not being inconsistent with the foregoing provisions, as the Members in general meeting may (by special resolution) give, provided that no direction given by the Members in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.

9.2 The Board will be responsible to the Members and will comprise no less than three (3) and no more than fifteen (15) Directors to include:

9.2.1 up to twelve (12) Elected Directors, in accordance with the provisions of Article 13; and

9.2.2 up to three (3) Functional Directors who shall be appointed at the sole discretion of the Elected Directors provided that they are persons who: are qualified to make a substantial contribution to the corporate governance of the Company through their professional or technical expertise, and/or fundraising activities or ability to facilitate liaison with other community and voluntary groupings and/or sectors. The procedure for appointment of the Functional Directors shall be in accordance with the Rules of Procedure.

9.3 The Members shall appoint the Elected Directors in accordance with Article 13 and the Elected Directors shall appoint the Functional Directors in accordance with Article 9.2.2.

9.4 The Members may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.

9.5 Any purported appointment of a Director without that Director's consent shall be void.

9.6 In the event of death, removal from office, or resignation of a Director, the Board shall have the power to co-opt a member to the Board until the next Annual General Meeting, subject to the below provisions:

9.6.1 if the vacancy is to the office of President, Vice-President or Treasurer, such office shall be filled by a current Elected Director as decided by the Board;

- 9.6.2 the Board must endeavour to ensure that the co-opted member comes from the relevant Electoral College, in instances where the outgoing Director is an Elected Director;
- 9.6.3 the Board shall make all reasonable endeavours to comply with the Company Equality Policy in co-opting members to the Board.
- 9.7 The Members may by ordinary resolution remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between such Director and the Company.
- 9.8 The office of Director shall be vacated automatically if the Director:
 - 9.8.1 is requested in writing to resign by both the President and five (5) other Directors;
 - 9.8.2 holds any office or place of profit in the Company save as permitted by section 89 of the Charities Act (once commenced);
 - 9.8.3 is adjudicated bankrupt, or if the Director being a bankrupt has not obtained a certificate of discharge or any event equivalent or analogous thereto occurs in the State or in any other jurisdiction or makes any arrangement or composition with his/her/their creditors generally;
 - 9.8.4 becomes prohibited from being a director of any company by reason of any order made under the Act or the Charities Act;
 - 9.8.5 is disqualified from being a charity trustee of any charitable organisation, pursuant to section 55 of the Charities Act;
 - 9.8.6 becomes or is deemed to be subject to a disqualification order within the meaning of Chapter 4 of Part 14 of the Act;
 - 9.8.7 resigns his/her/their office by one (1) month's notice in writing to the Secretary at the Office;
 - 9.8.8 in the opinion of his/her/their co-Directors, can no longer be reasonably regarded as possessing an adequate decision-making capacity due to the Director's health;
 - 9.8.9 a declaration of restriction is made, or deemed to have been made, in respect of the Director under the Act;
 - 9.8.10 is convicted of an indictable offence;
 - 9.8.11 is absent from Directors' meetings for six (6) consecutive months without leave, and the Directors resolve that the Director's office is vacated;
 - 9.8.12 is directly or indirectly personally interested in any contract with the Company and fails:

- (A) to declare the nature of that interest in a manner required by section 231 of the Act, or
- (B) fails to comply with Article 11.2;

9.8.13 is requested in writing by all his/her/their co-Directors to resign.

10 ROTATION OF DIRECTORS

- 10.1 Subject to the provisions of Article 9.8, the term of office of each Director shall be three years.
- 10.2 Subject to the provisions of Article 10.3, upon expiration of a Director's first three-year term in office, a Director shall be eligible for re-election for one further term of three years. The maximum term of office of a Director shall be six years, save in accordance with Article 10.4.
- 10.3 The President, the Vice-President and the Treasurer shall serve one term of three years and shall not be eligible for re-election to that respective position for a second or further term.
- 10.4 Any duly appointed person may serve one three-year term as President, Vice-President or Treasurer in accordance with Article 10.3, and in addition may serve as a Director in another capacity for a further term of three years and shall be eligible for re-election in that position for one final term of three years.
- 10.5 At the Annual General Meeting following the date of adoption of this Constitution and at every Annual General Meeting thereafter, one-third of the Directors (but not the President) for the time being, or if their number is not a multiple of three, then the number nearest one-third, shall retire from office.
- 10.6 The Directors to retire in every 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 amongst themselves) be determined by lot.
- 10.7 The Company, at the meeting at which a Director retires in the manner above, may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself 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.
- 10.8 A Director co-opted under Article 9.6 shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.

11 PROCEEDINGS OF DIRECTORS

- 11.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 11.2 The Board will meet at least six (6) times a year. All meetings of the Board shall be held at times and venues, whether by electronic communication or in-person, that facilitate maximum participation of all Directors.

- 11.3 A Board meeting shall be convened when requested in writing by the President or by at least one third of the Directors for the time being, rounded up to the nearest whole number. The request in writing shall be made to the Secretary and contain the subject matter of the meeting and no other matter shall be discussed at the meeting.
- 11.4 The quorum for the Board meetings shall be six (6) to include the President. If the President is not present at the meeting 15 minutes after the time appointed for the holding of the meeting, any six (6) Directors shall constitute a quorum. All the Directors are entitled to participate in the Board meetings.
- 11.5 The President will be chairperson of the Board or if the President is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one (1) of their number to be chairperson of the meeting.
- 11.6 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.
- 11.7 For the purposes of these Articles, the contemporaneous linking together by telephone or other means of electronic communication of a number of Directors not less than the quorum shall be deemed to constitute a meeting of the Directors, and all the provisions in these Articles as to meetings of the Directors shall apply to such meetings, provided that:
- 11.7.1 each of the Directors taking part in such a meeting must be able hear, and speak to, each of the other Directors taking part; and
- 11.7.2 at the commencement of such a meeting each Director must acknowledge his/her/their presence and that he/she/they accept(s) that the proceedings will be deemed to be a meeting of the Directors.
- 11.8 A Director may not cease to take part in the meeting by disconnecting his/her/their telephone or other means of communication unless the Director has previously obtained the express consent of the chairperson of the meeting, and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless the Director has previously obtained the express consent of the chairperson of the meeting to leave the meeting.
- 11.9 A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairperson of the meeting.
- 11.10 The provisions of this Article shall apply, mutatis mutandis, to meetings of committees of the Directors.
- 11.11 All matters at issue at meetings of the Board shall be decided by a majority vote amongst the Directors present and voting. In the event of equality of votes, the chairperson of the meeting shall have a second or casting vote.
- 11.12 A Director may not vote in respect of any contract in which the Director or their Member is interested or any matter arising therefrom. Whenever a Director has a personal interest in a matter that is to be discussed at a meeting of the Board or at a sub-committee of the Board, the relevant Director must:

- 11.12.1 declare an interest at or before discussion of the matter begins;
 - 11.12.2 withdraw from the meeting for that item (unless expressly invited to remain in order to provide information);
 - 11.12.3 not be counted in the quorum for that part of the meeting; and
 - 11.12.4 withdraw prior to the vote and not have any vote on the matter.
- 11.13 A general notice given by a Director to the effect that:
- 11.13.1 the Director a member of a specified company or firm and is to be regarded as interested in all transactions with such company or firm; or
 - 11.13.2 the Director is to be regarded as interested in any transaction which may be made after the date of the notice with a specified person who is connected with the Director (within the meaning of section 220 of the Act or section 2(2) of the Charities Act), shall be sufficient declaration of personal interest under this Article, and after such general notice is given it shall not be necessary to give any special notice relating to any subsequent transaction with such company, firm or person, provided that either the notice is given at a meeting of the Board or the Director giving the notice takes reasonable steps to secure that it is brought up and read at the next meeting of the Board after it is given.
- 11.14 The President, ex-officio, has the right to attend all meetings of the units of the Company as set out under Article 15 and any sub-units thereof.
- 11.15 Fourteen (14) days' notice of each meeting of the Board shall be given by the Secretary to the Directors.

12 POWERS AND DUTIES OF THE DIRECTORS

- 12.1 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 and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligations of the Company.
- 12.2 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.
- 12.3 The Directors shall cause minutes to be made in books provided for the purpose:
- 12.3.1 of all appointments of officers made by the Directors;
 - 12.3.2 of the names of the Directors present at each meeting of the Directors and of any committee of the Directors; and
 - 12.3.3 of all resolutions and proceedings at all meetings of the Members and of the Directors and of committees of Directors.

12.4 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.

13 ELECTED DIRECTORS

13.1 The Elected Directors shall comprise:

- (A) The President;
- (B) The Vice-President;
- (C) The Treasurer;
- (D) A maximum of six (6) persons elected by the Youth Work Electoral College, save as otherwise provided for in Article 13.7; and
- (E) A maximum of three (3) persons elected by the Youth Interest Electoral College, save as otherwise provided for in Article 13.7.

13.2 For the purposes of the election of the nine (9) Elected Directors elected by the Electoral Colleges and for those purposes alone, the under-mentioned Electoral College system is to be applied.

13.3 Each Member will be a member of an Electoral College as determined by these Articles. These electoral colleges are two (2) in number and are the:

13.3.1 Youth Work Electoral College; and the

13.3.2 Youth Interest Electoral College.

13.4 A Member may state a preference to the Membership Review Committee as to which Electoral College it wishes to join. The Membership Review Committee shall send to the Board its recommendations as to the Electoral College the Member should join. Taking into account the recommendation of the Membership Review Committee, it is the ultimate decision of the Board as to which Electoral College the Member joins. Any queries concerning membership of an Electoral College shall be decided by the Board at a Board meeting.

13.5 The Youth Work Electoral College is entitled to elect six (6) Elected Directors from amongst the Members that are members of the Youth Work Electoral College.

13.6 The Youth Interest Electoral College is entitled to elect three (3) Elected Directors from amongst the Members that are members of the Youth Interest Electoral College.

13.7 Should the Members at general meeting fail to elect Elected Directors from the Electoral Colleges the Board will be entitled to fill the vacant seats in line with the following provisions:

13.7.1 the Board shall call upon the members of the Electoral College to which the vacancy relates to put forward a member to fill the vacancy in the first instance. Should no member from the relevant Electoral College be available to fill the role, the Board shall call upon the members of the other Electoral College to put forward a member to fill the vacancy;

13.7.2 the Board shall make all reasonable endeavours to comply with the Company Equality Policy in co-opting members to the Board.

13.8 Members shall vote without Electoral College demarcations for the President, Vice-President and Treasurer.

13.9 Any or all provisions in these Articles of Association relating to the Directors and the Company Equality Policy shall be reviewed by the Board at least every five (5) years.

14 STRATEGIC PLAN

The Company's activities and annual work plans shall be guided by the provisions of the Strategic Plan which shall be drafted, approved and adopted by the Directors who will inform the Members at general meeting of the adoption of the Strategic Plan. At each Annual General Meeting the Members shall review the Company's activities and annual work plans for the previous year and may also review the progress to date in implementing the then current Strategic Plan.

15 THE STRUCTURE

15.1 The basic units of the Company, organised and maintained for the purpose of achieving its objectives, shall be:

15.1.1 the Board and the Membership Review Committee; and

15.1.2 the International Advisory Committee.

16 COMMITTEES

16.1 The Directors may establish one or more committees, consisting in whole or part of Directors, as they think fit for such purposes, and with 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 .

16.2 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.

16.3 All committees established by the Directors shall be responsible to and report to the Directors.

16.4 A committee may elect one of the Directors who is a member of the committee to be the chairperson of its meetings.

16.5 A committee may meet and adjourn as it thinks proper.

16.6 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 of the meeting shall have a second or casting vote.

17 INTERNATIONAL ADVISORY COMMITTEE

An International Advisory Committee shall be formed, which shall be mandated to coordinate international activities and policies within the Company. The chairperson of

the International Advisory Committee will be appointed by the Board from amongst their number. Membership of the International Advisory Committee shall be open to all Members and the Company representatives to both the European Youth Forum and Léargas. The International Advisory Committee may also co-opt specialists whom they deem necessary to carry out its mandate.

18 SECRETARY

- 18.1 The Secretary shall be appointed by the Directors for such term and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.
- 18.2 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.
- 18.3 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.
- 18.4 The Directors have a duty to ensure that the person appointed as Secretary has the skills or resources necessary to discharge his statutory and other duties.

19 FINANCE

- 19.1 The Company may receive and administer funds from Government and other sources which are consistent with the terms of these Articles. In addition, the Company shall be financed by annual subscriptions of Members and Affiliates. The annual subscriptions from its Members and Affiliates shall be as the Board decides from time to time. It shall be paid annually by each Member and Affiliate.
- 19.2 The financial year of the Company shall be from the 1st January to the 31st of December.

20 AMENDMENT OF THE ARTICLES OF ASSOCIATION

- 20.1 Subject first to the provisions of Clause 10 of the Memorandum, amendments and additions to these Articles of Association must have the approval of at least three fourths of the Members present at the Annual General Meeting or at an Extraordinary General Meeting. Proposals to alter the Articles of Association shall be submitted in writing to the Secretary not less than thirty (30) clear days before the meeting. Details of proposed amendments shall be circulated to Members not less than twenty-one (21) clear days before the meeting.
- 20.2 Following approval by the Members at general meeting of any changes to the Articles of Association or the Rules of Procedure, these must be circulated to all Members within thirty (30) clear days of their adoption. Changes will normally take effect at the following general meeting of the Company.

21 NATIONAL REFERENDA

Where the Board wish to adopt and express a public stance and/or engage directly in campaigning on a matter being put before the electorate of the state in a national referendum, the Board must first consult and seek approval of Members. The Board shall conduct a ballot of all Members. The votes of at least one third of all Members shall

constitute a quorum. Once the ballot is quorate, a majority of two-thirds of Members voting in favour shall be required to approve the Board's proposal. Where the Board's proposal has been approved the Company must state 'the Company's stance has been approved by a majority of two-thirds of its Members and is not necessarily the stance of all of the Members'.

22 MEMBERSHIP REVIEW COMMITTEE

22.1 All applications for Membership of or Affiliation shall be submitted by the chair of the Membership Review Committee to the Membership Review Committee which shall be composed of the following:

22.1.1 the President or, in his/her absence, any Director;

22.1.2 the two (2) independent members appointed by the Board from a panel nominated by the Members at general meeting.

22.2 The functions of a Membership Review Committee shall be:

22.2.1 to investigate applications for Membership or Affiliation to the Company;

22.2.2 to report to the Board on the eligibility of an applicant for Membership or Affiliation;

22.2.3 to make a recommendation to the Board in relation to membership of the Electoral Colleges by Members as mentioned in Article 13.4.

22.3 Applicants for Membership or Affiliation shall provide such information as a Membership Review Committee may require.

23 RESOLUTION

The President will have the authority to decide any matter in which the interpretation or application of these Articles is disputed following a discussion. Any ruling so made can be overturned by a three fourths majority of those present at a general meeting of the Company.

24 FINANCIAL STATEMENTS AND RECORDS

24.1 The Directors shall cause adequate accounting records to be kept relating to:

24.1.1 all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;

24.1.2 the assets and liabilities of the Company; and

24.1.3 all sales and purchases of goods by the Company

24.2 The Company's accounting records may only be regarded as proper if there are kept such accounting records as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

24.3 The accounting records shall be kept at the Office or, subject to the provisions of the Act and in particular section 283 of the Act and the Charities Act, at such other place or

places as the Board thinks fit, and shall be open to the inspection of the Members and Affiliates at all reasonable times.

24.4 The Board shall keep proper records of:

24.4.1 all proceedings at general meetings;

24.4.2 all proceedings at meetings of the Board;

24.4.3 all reports of any sub-committees; and

24.4.4 all professional advice obtained.

24.5 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 Members such profit and loss account, balance sheet, and reports as are required by that Chapter to be prepared and laid before the Annual General Meeting of the Members.

24.6 A copy of the balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Annual General Meeting of the Members together with a copy of the Directors' report and statutory auditors' report (if applicable) 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.

25 STATUTORY AUDITORS

25.1 Statutory auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

25.2 Subject to the provisions of the Act, every act done by any person acting as a statutory auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in the appointment of the statutory auditor or that the statutory auditor was, at the time of his/her/their appointment, not qualified for appointment.

26 NOTICES

26.1 Subject to the Act, and except where otherwise expressly provided in the Articles, any notice, communication, document or information to be given, served or delivered to or on the Company pursuant to the Articles shall be in writing on paper or, subject to Article 26.2, in Electronic Form.

26.2 Subject to the Act and except where otherwise expressly provided in the Articles, a notice, communication, document or information may be given, served or delivered to or on the Company in Electronic Form only if this is done in such form and manner as may have been specified by the Board from time to time for the giving, service or delivery of notices, communications, documents or information in Electronic Form. The Board may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such notice, communication, document or information given, served or delivered to or on the Company in Electronic Form.

26.3 Subject to the Act and except where otherwise expressly provided in the Articles, any notice, communication, document or information to be given, served or delivered in

pursuance of the Articles may be given to, served on or delivered to any Member or Affiliate by the Company:

- 26.3.1 by handing same to the Member or the Member's authorised agent;
- 26.3.2 by leaving the same at the Member's registered address;
- 26.3.3 by sending the same by the post or other delivery service in a pre-paid cover addressed to the Member at their registered address; or
- 26.3.4 by sending the notice, communication, document (other than a share certificate) or the information in Electronic Form to such Electronic Address as may from time to time be provided by the Member in accordance with sub-clause (e) or by making it available on a website (provided the Company sends to the Member, by any of the means at (a) to (c) above or by Electronic Means to such Electronic Address, notification complying with Article 30 of the fact that the notice, communication, document or information has been placed on the website).

26.4 Where a notice, communication, document or information is given, served or delivered pursuant to sub-clause (a)(i) or (ii), the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the Member or the Member's authorised agent, or left at the Member's registered address (as the case may be).

26.5 Where a notice, communication, document or information is given, served or delivered pursuant to sub-clause (a)(iii), the giving, service or delivery thereof shall be deemed to have been effected at the expiration of 24 hours after the cover containing it in paper form was posted or given to delivery agents (as the case may be). In proving such giving, service or delivery, it shall be sufficient to prove that such cover was properly addressed, pre-paid and posted or given to delivery agents.

26.6 Where a notice, communication, document or information is given, served or delivered pursuant to sub-clause (a)(iv), the giving, service or delivery thereof shall be deemed to have been effected:

26.6.1 if sent in Electronic Form to an Electronic Address, at the expiration of twelve (12) hours after the time it was sent; or

26.6.2 if made available on a website, at the time that the notification referred to in parenthesis in sub-clause (a)(iv) is deemed to be given, served or delivered in accordance with sub-clause (b), (c) or (d)(i), as the case may be.

26.7 Where any Member has furnished his/her/their Electronic Address to the Secretary, the delivery to the Member of any notice, communication, document or information by electronic mail (whether contained in the body of the electronic mail message or as an attachment to it) shall be deemed good delivery on the terms set out in sub-paragraph (d) above.

26.8 If the Company receives a delivery failure notification following the sending of a notice, communication, document or other information in Electronic Form to an Electronic Address in accordance with sub-clause (a)(iv), the Company shall give, serve or deliver the notice, communication, document or information on paper or in Electronic Form (but not by Electronic Means) to the Member either personally or by post or other delivery

service addressed to the Member at his/her/their registered address or (as applicable) by leaving it at that address. This shall not affect when the notice, document or information was deemed to be received in accordance with sub-clause (d).

- 26.9 Any notice, communication, document or information given, served or delivered to a Member in accordance with Article 29.3 shall, notwithstanding that such Member be then deceased, and whether or not the Company has notice of the Member's death, shall be deemed to have been duly given, served or delivered in respect of any shares, whether held solely or jointly with other persons by such Member, until some other person or persons be registered in the Member's place as the holder or joint holders of such shares, and such delivery or service shall for all purposes of the Articles be deemed a sufficient service or delivery of such notice, communication, document or information on the deceased Member's executors or administrators, and all persons (if any) jointly interested with him/her/them in any such share.
- 26.10 The signature to any notice to be given by the Company may be written or printed.

27 WINDING UP

If the Company shall be wound up, the provisions contained in Clause 8 of the Memorandum shall be performed and have effect in all respects as if the same were repeated in these Articles.

28 INDEMNITY

- 28.1 Every Director or officer of the Company:
- 28.1.1 shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which the Director may sustain or incur in defending any proceedings, whether civil or criminal, in which judgement is given in his/her/their favour or in which he/she/they are acquitted or in connection with any proceedings or application referred to in or under section 233 or 234 of the Act in which relief is granted to the Director by the court; and
- 28.1.2 shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which the Director may sustain or incur in or about the execution of the duties of his/her/their office or otherwise in relation thereto and no director or 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/her/their office or in relation thereto. This Article 28.1 shall have effect only insofar as its provision are not void under section 235 of the Act.

29 SEAL

- 29.1 The Seal shall be used only by the authority of the Board or of a committee of the Board authorised by the Board in that behalf.
- 29.2 Any instrument to which the Seal shall be affixed shall be signed by:
- 29.2.1 a Director or by some other person appointed for the purpose by the Directors or by a committee of the Directors; and

29.2.2 countersigned by the Secretary or by a second Director or by some other person appointed for the purpose by the Directors or by a committee of the Directors.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.



Dated the 28th day of March 1977.

Witness to the above Signatures:—

Alan J. Graham
9 Hey Place
Dublin 2
Solicitor