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COMHLÁMH'S CONSTITUTION

As amended up to and including the 2015 AGM

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

COMHLÁMH – DEVELOPMENT WORKERS AND VOLUNTEERS IN GLOBAL SOLIDARITY COMPANY LIMITED BY GUARANTEE

Incorporated the 18th Day of June, 1981

James H MALONE

Solicitor

50 Merrion Square

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COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF ASSOCIATION
of
COMHLÁMH – DEVELOPMENT WORKERS AND VOLUNTEERS IN GLOBAL SOLIDARITY, COMPANY LIMITED BY GUARANTEE

1. The name of the Company is 'COMHLÁMH – DEVELOPMENT WORKERS AND VOLUNTEERS IN GLOBAL SOLIDARITY, COMPANY LIMITED BY GUARANTE'.
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014

3. The objects for which the Association is established are:-

'to enable persons who have rendered services overseas in developing countries upon their return to Ireland to bring to bear their own particular experience in order to further international development co-operation.'

SUBSIDIARY OBJECTS:-

The Subsidiary Objects of the Association are:-

(a) To maintain friendship and partnership with the people of developing countries.

(b) To promote greater national involvement in the process of overseas development and in international co-operation to that end.

(c) To contribute to an understanding of the Majority World and issues of global development, a greater awareness and more detailed knowledge on the part of the Irish people, their Government and Leaders, of the problems of developing countries and of solutions required.

(d) To contribute to the public's understanding of the majority world and issues of global development;

(e) To help with promotion and realisation of personal service by Irish people designed to assist the developing countries, and with recruitment, selection, orientation and training of such people.

(f) To assist with the protection of the just interests of development workers overseas and upon return to Ireland, in relation to such matters as leave of absence, incremental credit, superannuation and social welfare insurance.

(g) To assist returning development workers and volunteers with their re-adjustment to life in Ireland, and in obtaining or resuming employment.

(h) To provide a social focus for the Associations' members.

(i) To promote and celebrate a multi-cultural/ anti-racist Ireland by actively welcoming students, asylum seekers; refugees and immigrants from overseas and working to protect their human rights.

(j) To contribute to social and community development in Ireland, drawing on the experience of members.

(k) To co-operate with such other bodies in Ireland and elsewhere as have aims similar or related to those of the Association.

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(l) To apply for, collect, and receive donations, subscriptions and funds, both from the Government and from private sources, and to determine their appropriate application in support of the primary object of the Association and to receive and apply subscriptions from persons or bodies desiring to promote the primary object and to hold funds in trust for the same.

(m) To establish and support or aid in the establishment and support of associations, institutions, funds and trusts, calculated to benefit the primary object of the Association provided such associations, institutions, funds or trusts prohibit the distribution of their income and profit among their members to an extent at least as great as is imposed on the Association by virtue of Clause 3 hereof.

(n) To make arrangements for carrying on the work of the Association and for this purpose to engage and provide in whole or in part for the salaries or maintenance of officers, servants and employees or of any person or persons engaged in promoting the primary object.

(o) To grant pensions and retiring allowances to, and provide allowances for the superannuation of any officers, servants or employees of the Association.

(p) To perform any lawful duty, function or act, in compliance with, and to carry into effect any lawful directions or instructions relating to any trust property vested in the Association which may be given to the Association by any duly constituted body entitled to give such directions or instructions, whether the same relate to the corpus or to the income of such trust property.

(q) To administer, manage and conduct, as trustee, factor or agent, in accordance with any trusts, expressed or implied, affecting the same, any trust property vested in the Association otherwise than as bare trustee, and to exercise any rights of ownership, or any rights or powers discretionary or otherwise, relating to the administration, management and conduct of, or in any manner to, any such trust property, and to give bonds or guarantees on account of any covenants, titles, trusts, or agencies that may be undertaken by the Association.

(r) For the purpose of promoting the primary object to purchase, acquire, hold, manage, improve, sell, exchange, demise, let, mortgage or dispose of any lands, buildings, houses, businesses, goodwill, or other property of any nature or any estate or interest therein, and either with or without buildings on such land as may be deemed expedient with a view to the promotion of the primary object of the Association.

(s) To erect, maintain, alter, repair, or restore any building, office, room, or other building, or any part of the same held by the Association or assist any such object and to provide the same with all proper and necessary fixtures, furniture, fittings, apparatus, appliances, conveniences and accommodations.

(t) To borrow or raise money at interest, upon banking account or otherwise, by the issue of or upon bonds, debentures, bills of exchange, promissory notes, mortgages or other obligations or securities of the Association.

(u) To lend money either with or without security or give financial assistance by way of donation or subscription or otherwise to any society, body, or person not formed or carrying on business for profit for the purpose of forwarding the primary object of the Association.

(v) To do all such other lawful things and to exercise all other powers as are incidental to, or are considered by the Association to be desirable or conducive to the attainment of

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the primary object of the Association insofar as they may be done by a body of persons established for charitable purposes and not otherwise.

4. Provided that the Association shall not support with its funds any object or endeavour to impose on or to procure to be observed by its members or others any regulations, restriction or condition which, if an object of the Association, would render it a trade union.

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

   Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding five per cent, per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Association: but so that no member of the Board of Directors or other Committee of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or moneys worth shall be given by the Association to any member of such Governing body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association: provided that the provision last aforesaid shall not apply to any payment to any Company of which a member of the Board of Directors or other Committee may be a member and in which such member shall not hold more than one-hundredth part of the capital, and such member shall be bound to account for any share of profits he may receive in respect of any such payment.

6. No addition, alteration or amendments shall be made to the objects of the Association, such that there would be non compliance with the requirements of the Acts, as provided for in the provisions of this Memorandum of Association for the time being in force unless the same shall have been previously submitted and approved by the Registrar of Companies; provided that, in respect of Clauses 3 and 8 of the Memorandum of Association, such approval shall be given only after consultation with the Revenue.

7. The liability of the members is limited.

8. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while s/he is a member or within one year after s/he ceases to be a member, for payment of the debts and liabilities of the Association contracted before s/he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One Euro.

9. If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 3 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

10. True accounts shall be kept of the sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place, and of the

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property, credits and liabilities of the Association and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being in force, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

We, the several persons whose names and addresses and descriptions are subscribed, wish to be formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.

Thomas G. McDonnell, 21 Castle Court, Ballina, Co. Mayo.
Agricultural Adviser, Comhlámh Chairperson.

Mary Peart Johnstone, Richview House, Lucan, Co Dublin.
Spinster, Comhlámh Council Member.

Elizabeth Mullan, 11 Cambridge Court, Cambridge Road, Rathmines, Dublin 6.
Solicitor, Executive Member.

Raymond Cleary, 98 Carriglea, Firhouse Road, Co Dublin.
Training Adviser, Executive Member.

Olive Morgan, 28 Shandon Drive, Phibsboro, Dublin 7
Teacher, Executive Member.

Kevin Clark, 15 Waterloo Road, Dublin 4
Contractor, Executive Member, Development Officer.

Claire T. Conway, 65 St. Patrick's Road, Dublin 9
Nurse, Executive Member.

Dated the 19th day of September, 1979.

Witness to the above signatures:-

James H. Malone
Solicitor
50 Merrion Square
Dublin 2

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COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION of

COMHLÁMH – DEVELOPMENT WORKERS AND VOLUNTEERS IN GLOBAL SOLIDARITY, COMPANY LIMITED BY GUARANTEE

INTERPRETATION

1. In these Articles:-
   'the Act' means the Companies Act 2014;
   'the Association' means the Company;

'the Secretary' means any person who is appointed to perform the duties of the Secretary of the Association;

'the Board' means the Board of Directors of the Association appointed according to Articles 30-34, whose members are deemed to the Directors for the time being of the Association:

'the Office' means the registered office for the time being of the Association.

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

Words importing the singular number only shall include the plural number, and vice versa; and words importing persons shall include corporations and unincorporated associations.

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 of which these Articles become binding on the Association.

MEMBERS

2. The number of members with which the Association proposes to be registered is unlimited.

3. The individuals subscribing to the Memorandum of Association and such other persons and bodies as the Board shall admit to membership, shall be members of the Association, subject to Article 4 of these Articles of Association.

4. Membership shall be open to all persons who have rendered service overseas as development workers and volunteers in developing countries, and to all other persons, who adhere to the Memorandum and Articles of Association.

5. A member of the Association shall cease to be a member:-

   (a) if by one month's notice in writing to the Secretary at the office such member resigns;

   (b) if s/he is found lunatic or becomes of unsound mind or is declared a bankrupt or makes a composition with his/her creditors;

   (c) if s/he shall be in default for a period of six months in the payment of any subscription or other contribution payable by him/her to the Association or such longer period as the Board may determine;

   (d) if s/he is excluded from membership in pursuance of Article 6;

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(e) if s/he otherwise ceases to qualify for membership under these Articles;

(f) if it goes into liquidation or passes a resolution for winding up.

Provided always that any member who ceases to be one shall remain liable for all subscriptions and contributions due from or imposed on him/her up to the date when she/he shall cease to be a member and for any sums due by him/her in fulfilment of his/her obligation.

6. Any member may be excluded from the Association by a resolution of three quarters of the Board. Such members shall have seven clear days' notice sent to him/her of the proposal to be excluded and of the grounds of the proposed exclusion. S/he shall be entitled to attend the meeting to present or submit in writing his/her defence with the ultimate right to appeal to a sub-committee appointed by the AGM. S/he shall not be present at the voting.

7. The fees for membership shall be such annual subscription for each member as the Association may determine at the Annual General Meeting. Fees shall be payable on an annual basis, with membership valid for one year, from the date of payment.

8. Membership of the Association shall be open to serving employees of Comhlámh. However, serving employees shall not be eligible for membership of the Board.

MEETINGS OF THE ASSOCIATION

9. The Association shall, in each calendar year, hold a general meeting as its Annual General Meeting in addition to any other meeting in that year. The AGM shall be held within six months from the end of the previous financial year and not more than 15 months shall elapse between the date of one annual general meeting of the Association and the next.

The business to transact at the AGM includes consideration and approval of:

a) the annual report of the Association;

b) the financial accounts and balance sheet of the Association for the preceding year;

c) the report of the Auditors;

d) the appointment of Auditors for the current year;

e) election of a Board of Directors (see Art. 30 below);

f) any other business that may be proposed by the members.

10. In each calendar year, the Association shall hold at least one Ordinary General Meeting in addition to the AGM. The business to be transacted at these Ordinary General Meetings includes consideration and approval of

a) an interim report from the Board;

b) an interim report from the Treasurer;

c) interim reports from all sub-groups and branches;

d) action to be carried out by the Board;

e) any other special business that may be proposed by two or more.

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11. Extraordinary General Meetings may be convened by the Secretary upon request by the Board or upon a request by one tenth of the members of the Association for consideration of special business. The Secretary shall call the EGM within two months of having been notified by the Board or, one-tenth of the members of the Association.

NOTIFICATION OF GENERAL MEETING

11. (a) Each individual member shall be entitled to receive notices of general meetings and to attend such meetings and to have one vote.

(b) No other persons, save the Auditors, shall be entitled to receive notices of general meetings.

12. The Association shall specify the type of meeting in all documents notifying members of the meeting.

13. The Association shall send a notice of every general meeting, stating the business to be considered at such meeting, to each member.

a) In the case of the Annual General Meeting each member shall receive not less than 21 days notice.

b) In the case of other types of general meetings, every member shall receive not less than 14 days notice.

14. (a) A notice may be given by the Association to any member personally, by post or other appropriate means of communication to a registered address/ domain, as appearing in the Register of Members. Where a notice is sent by post service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

14. (b) 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 the meeting.

PRODEEDINGS AT GENERAL MEETINGS

15. At each general meeting every member, including the Chairperson, shall have one vote. 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 casting vote.

16. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such a 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.

17. Votes may be given either personally or by proxy. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office or at such other place within

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the State as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, or, in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

18. An instrument appointing a proxy shall be in the following form or a form as near as circumstances permit:-

Comhlámh – Development Workers and Volunteers in Global Solidarity, Company Limited by Guarantee

I/We, _____ of _____ in the County of _____ being a member of the above named Association, hereby appoint _____of _____ or failing him/her _____ of _____ as my/our proxy to vote for us on my/our behalf at the (annual, other, or extraordinary, as the case may be) general meeting of the Association to be held on the _____ day of _____ 20____ and at _____ any adjournment thereof.

Signed this_____ day of _____ 20

This form is to be used in *favour of/against the resolution.

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

*Strike out whichever is not desired.

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

20. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such revocation as aforesaid is received by the Association at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

21. The quorum for every general meeting of the Association shall be a minimum of 20 members present in person. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business.

22. If within half an hour from 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 Members of the Board 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.

23. The Chairperson if any, of the Association shall preside as Chairperson at every general meeting of the Association, or if there is no such Chairperson; or if s/he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the members present shall choose one of their number to be Chairperson of the meeting.

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24. 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 business which might have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

25. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

(a) by the Chairperson;
(b) by at least three members present in person or by proxy;

Unless a poll is so demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the Minutes of proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

26. Except as provided in Article 28 if a poll is duly demanded it shall be taken in such manner as the Chairperson directs and the result of that poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

27. A poll demanded on the election of a Chairperson or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairperson of the meeting directs, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll.

28. Subject to the Act, a resolution in writing signed by at least 90% of the members for the time 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 meeting of the Association 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.

MEMBERSHIP OF THE BOARD OF DIRECTORS

29. The Board shall consist of a minimum of 9 and a maximum of 10 members of the Association, including at least three officers, namely:

Chairperson, Treasurer and Staff Liaison Officer.

30. The selection of Board members shall be as follows:

(a) 9 Members shall be elected to the Board by the membership at the AGM which will seek to ensure that at least a third of these were not members of the previous Board. Members shall, when first elected, serve for a term of two years, and thereafter be elected annually;

(b) The officers shall be elected by the members of the Board from among their number;

(c) As far as possible, the Board will be made up of an equal number of men and women;

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(d) The Board shall appoint a Secretary, who, if not from among the members, will be invited to attend all board Meetings.

(e) The Board shall also invite a representative nominated by the staff to attend all of its meetings.

The incoming Board will take office immediately upon conclusion of business at the AGM.

31. Elected members of the Board may hold office for up to five consecutive years only. Thereafter a member must resign for at least one year before being eligible for re-election.

32. The Board shall have the power at any time, and from time to time, to co-opt by two thirds majority-vote any member of the Association to be an Board member as an addition to the existing Board so long as the total number of co-opted members does not exceed four, and so long as the total number of the Board members does not exceed thirteen. Any such appointment shall only be for the period ending with the next A.G.M.

33. Membership of the Board of Directors shall be terminated if the member of the Board:

(a) is adjudged in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his/her creditors generally: or

(b) becomes prohibited from being a Member of the Board by reason of any order made under the Act; or

(c) becomes of unsound mind; or

(d) resigns his/her office by notice in writing to the Association; or

(e) is convicted of an indictable offence unless the Board otherwise determines; or

(f) is directly or indirectly interested in any contract with the Association and fails to declare the nature of his/her interest in manner required by the Act.

PROCEDURE AT BOARD OF DIRECTORS MEETINGS

34. The Board shall hold a minimum of 5 regular meetings between consecutive AGMs.

35. The quorum for a meeting of the Board shall be half of its members plus one including at least one Officer of the Association.

36. The Board shall appoint one of their members, as required, to act as Chairperson for each meeting.

37. Each Board Member, including the Chairperson, shall have only one vote. In case of an equality of votes, the matter shall be resolved in the negative.

38. The Board may form other Committees out of the Members of the Association to examine and report on issues that arise from time to time.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

39. The business of the Association shall be managed by the Board under the direction of the membership of the Association in accordance with the policy mandate of the AGM and other general meetings throughout the year. The Board may pay all expenses incurred in promoting

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and registering the Association, and may exercise all such powers of the Association as are not by the Act or by these Articles required to be exercised by the Association in general meeting, subject nevertheless to the provisions of the Act and of these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the AGM but no direction given by the AGM shall invalidate any prior act of the Board which would have been valid if that direction had not been given.

40. The Board shall ensure that minutes are made in books provided for the purpose:-

(a) of all appointments of officers;

(b) of the names of the Members of the Board present at each meeting of the Board, and of any committee of the Association; and

(c) of all resolutions and proceedings at all meetings of the Association and of the Board and of committees of the Association.

41. The Board may exercise all the powers of the Association to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Association or of any third party.

42. Cheques on the Association's Bankers, until otherwise from time to time resolved upon by the Board, shall be signed by two members of the Board or by one member of the Board and the Secretary. The Association's bank account(s) shall be kept with such banker(s) as the Board shall from time to time determine.

43. The Board shall cause proper books of accounts to be kept relating to:-

(a) all sums of money received and expended by the Association and the matters in respect of which the receipt and expenditure takes place;

(b) all sales and purchases of goods by the Association; and

(c) the assets and liabilities of the Association.

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

44. The books of account shall be kept at the office or, subject to the Act, at such other place as the Board thinks fit, and shall at all reasonable times be open to the inspection of the Members of the Association.

45. The Board shall from time to time in accordance with the Act, cause to be prepared and to be laid before the AGM of the Association such profit and loss accounts, balance sheets, group and branch accounts and reports as are required by those sections to be prepared and laid before the AGM of the Association.

46. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the AGM of the Association together with a copy of the Board's report and Auditor's 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.

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47. The Board shall have the duty to prepare an annual budget in consultation with the various Groups and Branches of the Association and to allocate funds and resources to and to monitor expenditure by the Groups and Branches.

48. The Board shall have the authority to make regulations concerning the use of the name of the Association and of the Comhlámh logo.

49. Any property purchased by the Association shall be vested in the Board as joint tenants.

50. The Board may deal with property so vested in them by way of sale, mortgage, charge, lease or otherwise howsoever as directed by the Association. Such direction shall be given by a resolution of the members of the Association passed by a majority of the members present at a duly convened meeting of the Association and when so passed shall in favour of a Purchaser, Mortgagee, Chargee, Leasee or Grantee be binding upon all members of the Association. A certificate purporting to be signed by the Secretary for the time being of the Association shall in favour of the said persons be conclusive evidence that a direction complying in all respects with the above provisions of this rule was duly given to the Board.

STAFF

51. The Board may from time to time appoint such staff as it sees fit, whose remuneration and other conditions of service, duties and powers shall be such as shall be defined by the Board from time to time.

THE SEAL

52. The seal shall be used only by the authority of the AGM or of the Board and every instrument to which the seal shall be affixed shall be signed by a Member of the Board and shall be countersigned by the Secretary or by another Member of the Board or by some other person appointed by the Board for this purpose.

AUDIT

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

INDEMNITY

54. Every Member of the Board, Auditor, Secretary or other officer of the Association shall be entitled to be indemnified out of the assets of the Association against all losses or liabilities which she/he may sustain or incur in or about the execution of the duties of his/her office or otherwise in relation thereto, including any liability incurred by her/him in defending any proceedings, whether civil or criminal, in which judgement is given in his/her favour or in which she/he is acquitted or in connection with any application under the Act in which relief is granted to him/her by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Agency in the execution of the duties of his/her office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by the Act.

WINDING UP

55. The provisions of Clause 8 of the Memorandum of Association of the Association relating to the winding up or dissolution of the Association shall have effect and be observed as if the same were repeated in full in these Articles.

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BRANCHES AND SUB GROUPS

56. It is recognised that much of the work of the Association will be done by branches and sub-groups.

A branch herein means a group of members in a particular area.

A sub-group herein means a group of members together on a particular task.

57. Any branch or sub-group must fulfil the following conditions:

(a) there must be at least three paid-up members of the Association in the branch or sub-group;

(b) they must be active in some area of work relevant to the aims of the Association;

(c) they must meet regularly, at least once a month;

(d) they must keep up-to-date and regular accounts where necessary.

58. Branches and sub-groups must formally apply for recognition to the Board of the Association which may grant provisional recognition until the matter is raised at the next general meeting. The general meeting shall decide on the basis of a simple majority of those present and voting.

Should the meeting refuse recognition, the group may appeal the decision at the next General Meeting, where the issue will be decided on the basis of a simple majority of those present and voting.

Should this second General Meeting refuse recognition the application cannot be raised again for at least one calendar year.

59. The Board may withdraw recognition from a branch or sub-group which has ceased to be active, by a simple majority of those present and voting.

60. The branch or sub-group may appeal this decision at the next AGM where a simple majority of those present and voting shall decide the issue.

61. Officially recognised branches and sub-groups shall be urged to put forward one of their members for election to the Board. Where a branch or sub-group is not represented on the Board a Board member shall be appointed to liase with that group or branch.

Signed to confirm adoption of this Constitution:

Name: Kevin O'Leary **Position:** Chair **Signature:** Signed by: Kevin O'Leary 26BBE7B9FAF040C... **Date:** 2/10/2026	**Name:** Glenn Bradley **Position:** Treasurer **Signature:** DocuSigned by: Glenn Bradley 24044A70FA33438... **Date:** 1/10/2026