

COMPANIES ACT, 2014

CONSTITUTION OF

Taisce an Oileáin

MEMORANDUM OF ASSOCIATION

1. The name of the Company is **Taisce an Oileáin**
2. The Company is a Company Limited by Guarantee, registered under Part 18 of the Companies Act, 2014
3. The Main Object for which the Company is established is the promotion on Árainn Mhór of arts, education, culture, the Irish language, and heritage, including the organisation of festivals and events, and the doing of all such other things as are conducive to the attainment of this Main Object.
4. The Company shall have the following Subsidiary Objects: to undertake all activities necessary to achieve the Main Object including organising educational programmes and events, promoting and documenting the living traditions of music and song on Árainn Mhór, commissioning new work, making funding applications, selling goods and services, co-operating with other organisations, making funding applications, employing staff, engaging suppliers, and running an office to support the work of the Company.
5. The income and property of the Company shall be applied solely towards the promotion of Main Object as set out in section 3 of this Constitution. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus, or profit to Members of the Company.
6. Nothing herein shall prevent the payment in good faith of:
 - i. reasonable and proper remuneration to any member, officer, or servant of the company in return for services actually rendered to the company, or
 - ii. interest at a rate not exceeding 1 percent per annum on money lent by any member to the company, or
 - iii. reasonable and proper rent for premises demised or let by any member to the company.

7. No amendments of any kind shall be made to the provisions of clauses 5 and 10 of the Memorandum of Association and no amendments shall be made to the Memorandum and Articles of association to such extent that they would alter the effect of Clauses 5 and 10 of the Memorandum of Association, such that there would be non-compliance with the requirements of section 971/1180 and of the Companies Act 2014.

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8. The liability of the members is limited.

9. Every member of the company undertakes to contribute to the assets of the company, if the company is wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for

- i. the payment of the debts and liabilities of the company contracted before he or she ceases to be a member, and the costs, charges, and expenses of winding up; and
- ii. the adjustment of the rights of contributories among themselves, such amount as may be required, not exceeding €1.

10. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other company or companies (being a charitable institution or institutions) having main objects similar to the main objects of **Taisce an Oileáin**. 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 5 hereof. Members of the Company shall select the company or companies (being a charitable institution or institutions) at or before the time of dissolution. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

ARTICLES OF ASSOCIATION

The following Regulations shall apply to the company:

1. The number of members with which the company proposes to be registered is three (3).
2. Income and Property: The income and property of the Company shall be applied solely towards the promotion of Main Object as set out in this Constitution. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus, or profit to Members of the Company.
3. Winding up: If the Company is wound up and there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the Members of the Company. Instead, such property shall be transferred to some other charitable institution or institutions having main objects similar to the main objects of **Taisce an Oileáin**. Members of the Company shall

select the relevant institution or institutions at or before the time of dissolution. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is set out in Clause 10 of the Memorandum of Association in this Constitution. 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.

4. Directors: The Company shall have a minimum of three (3) and a maximum of nine (9) Directors. The first Directors shall be the persons named in the statement delivered to the Registrar of Companies pursuant to Section 22 of the Companies Act, 2014.

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5. Vacancies (Directors): Vacancies for the position of Director shall be filled by election at the Annual General Meeting (AGM) of the Company.
6. Election of Directors: A Member may propose a person for election as a Director by sending written notice to the Company's office no less than three (3) days before the date of the AGM.
7. Term of office (Directors): The term of office served by a Director shall be three (3) years. A retiring Director shall be eligible for re-election for a further term of office.
8. Rotation of Directors: At the Annual General Meeting of the Company in each year, those Directors who have served a full term of office shall retire. No Director who has previously served two (2) terms of office may be eligible for re-election until a further period of one year has passed. A "year" for this purpose shall mean the period from one Annual General Meeting of the Company to the next.
9. Founding Directors: The provisions of article 8 shall not apply in the case of those Directors in place at the date of adoption of this constitution. Any such Director having served 2 (two) terms will be eligible for re appointment for a further two (2) terms and may be re-appointed by ordinary resolution of the Board.
10. Co-option of Directors: The Board shall have the power at any time and from time to time, to pass a resolution to co-opt a person to be a Director to fill a casual vacancy arising in the number of elected directors, or as an addition to the existing number of Directors. Any Director co-opted in this way shall hold office until the next AGM.
11. Remuneration of Directors: The Company may reimburse a Director for reasonable, vouched, out-of pocket expenses incurred whilst volunteering for the Company. Directors shall not be paid for carrying out their governance duties as Directors. The Company may make an agreement in writing with a Director for the provision of services in return for payment provided that it has been endorsed by the Board of Directors, is in the best interests of the Company, and is in compliance with Section 89 of the Charities Act, 2009 .

12. Advisory Board and other committees: The Directors may establish an Advisory Board and other committees, and any such Advisory Board and committees shall operate according to the terms of reference set by the Directors.

13. Annual General Meeting: The Company's Annual General Meeting (AGM) shall take place in September and notice, and an agenda will be circulated to Members fourteen (14) days before the date of the AGM.

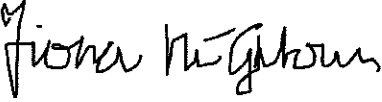
14. General Meetings: The Company may arrange General Meetings at other times by giving notice at least seven (7) days in advance of the date of the proposed meeting.

15. Quorum: The quorum for meetings is three (3).

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

Name of subscriber	Address of Subscriber	Description of Subscriber
Fiona Ni Ghloinn 	Ballard, Árann Mhór, Donegal	Oifigeach Pleanála Teanga, Secretary Taisce an Oileáin
John McCafferty 	Athphort, Árann Mhór, Donegal	Manager CFFAM, member of committee Taisce an Oileáin
Jerry Early	Poll a Mhadaigh, Arann Mhór, Donegal	Proprietor Early's Bar, member of committee Taisce an Oileáin

Dated this day of [MONTH] [YEAR] 10/08/2021

Signature of Witness to the above signatures:

Name of Witness: Thawab Shibley

Address of the Witness:

Dated this day of [MONTH] [YEAR] 10/08/2021

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