

THE COMPANIES ACT 2014

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**THE CONSTITUTION
of
NORTH AND EAST HOUSING ASSOCIATION CLG
(Amended by Special Resolution passed on 8th day of November 2016)**

Incorporated 14th January, 1993

**COMPANIES ACT 2014 COMPANY LIMITED BY GUARANTEE AND NOT
HAVING SHARED CAPITAL**

**MEMORANDUM OF ASSOCIATION OF NORTH AND EAST HOUSING
ASSOCIATION CLG**

1. Name

The name of the Company (hereinafter called “the Association”) is: - North and East Housing Association CLG

2. Company Type

The Company is a company limited by guarantee, pursuant to the Companies Act, 2014 (“the Act”).

3. Main Objects

The Main Objects for which the Association is established are: -

- (a) To carry on for the benefit of the community the provision of housing and associated amenities for persons in deprived or necessitous circumstances.
- (b) To provide for relief of poverty and deprivation caused by poor housing conditions and homelessness or other social and economic circumstances.

4. Powers

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:

- (a) To invest in such ways as shall seem desirable to the Directors any moneys of the Company not immediately required for the use in connection with its Main Object and to place any such moneys on deposit with bankers and others; subject nevertheless as regards the making of investments 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 as hereinafter provided; prior permission to be obtained from the Revenue Commissioners where the Company intends to accumulate funds over a period in excess of two years for any purposes.
- (b) To provide housing accommodation for persons and families in need of housing including the construction, purchase, rehabilitation or conversion of buildings for dwelling purposes and the management and maintenance of same.
- (c) To provide flats or other dwelling units for rent, purchase or on such other terms of tenure as shall seem conducive to the relief of housing need.
- (d) To provide housing welfare and care services for the homeless, the elderly, persons with disabilities and other disadvantaged persons or families.
- (e) To promote a sense of community concern and care for the housing needs of disadvantaged persons including the elderly, homeless persons, the disabled, one-parent and other families with low or limited incomes.
- (f) By all means possible to strive to involve the members of the Association in the activities and interests of those the Association seek to serve.
- (g) To erect, provide, construct, build, manage and maintain communal welfare facilities and related amenities and to provide financial and other assistance for buildings for the objects of the Association.

- (h) To promote research into subjects related to housing deprivation, poverty and related problems and to educate and influence public opinion by all lawful means.
- (i) To recruit, educate and train persons in the management of housing and associated welfare and care services.
- (j) To exchange any land, buildings, or real or personal property held by the Association for other land, buildings, or real or personal property, or to sell, lease, let, dispose of or otherwise deal with any lands, buildings, or other real or personal property of the Association.
- (k) To acquire by gift, purchase, Fee Farm Grant, lease or otherwise and to hold any real or personal property and any rights over or in such.
- (l) To construct, alter, restore, repair, maintain, take down or remove buildings, erections, walls, fences, railings, gates, seats or other structures on lands and property held by or under the care or management (whether jointly with any other person or not) of the Association and generally to maintain, uphold, manage, improve and develop the property of the Association.
- (m) To procure the Association to be registered or recognised in any county, state or place, and to comply with any conditions necessary or expedient to enable the Association to carry out its objects in any country, state or place, and to establish local agencies for the purpose of carrying out the objects of the Association. Provided however that in all cases the administration thereof shall be carried on in the Republic of Ireland.
- (n) To acquire in any manner (including acquisition by purchase out of the funds of the Association) and hold any investments (being at the time of acquisition of a nature authorised by law for the investment of trust funds , or of a nature authorised by the trust of the funds out of which the same shall be acquired, or

by the Donor of the same) and to apply the income thereof (subject to any trusts imposed by the Donor of, affecting the same) at the discretion of the Executive Committee for the preservation and maintenance of the property of the Association or any parts thereof, or for any of the objects of the Association.

(o) To accept, seek and collect grants, subscriptions and donations by any means whatsoever (whether of real or personal estate) and devises and bequests for all or any of the objects aforesaid, and to sell or dispose of or (as far as permitted by law) to lease and to accept surrenders of leases, to manage all real estate (including leaseholds) so received and not required to be, or capable of being occupied for the objects of the Association and generally to manage, invest and expand all moneys and property belonging to the Association.

(p) To borrow or raise or secure the payment of money on the security of its assets in such manner as the Association shall think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise charged upon all or any of the property and assets of the Association (both present and future) and to purchase, redeem or pay off any such securities.

(q) To act in concert or make any arrangements with any Department of State, Corporation, County Council, Conservancy Fishery or other Local Authority, Public or Private Body, now or hereafter constituted, or with any resident in the neighbourhood of property of the Association with reference to any of the objects aforesaid and to accept payment to money from such bodies in furtherance of the objects of the Association and apply the same to such objects.

(r) To act as Trustees of any property, real or personal for any of the above objects of the Association.

(s) To provide, build, endow, furnish and fit out with all necessary furniture, instruments and other equipment and to maintain and manage community

welfare, laundry, kitchen, recreation, rehabilitation and training facilities in or about the Associations housing projects.

- (t) To establish and support and to aid in the establishment and support of any other association formed for all or any of the objects of the Association.
- (u) To adopt all such means including the granting of prizes, awards and donations and the promotion and provision of conferences, public and private meetings, discussions, publications and dissemination of book writings, pamphlets, correspondence and the organisation and holding exhibitions, musical and dramatic performances and cinematography, radio and television shows and productions, and the employment of other types of visual and oral communication, or publicising, making known, promoting and furthering the objects and proceedings of the Association, or any of them, as may seem expedient.
- (v) To enter into a partnership or into any arrangement for sharing profit union of interest, co-operation, joint adventure, reciprocal concessions otherwise with any person, company, society, trust or other partners whose objects are solely charitable, carrying on or engaged in, or are about to carry on or engage in, any business or transaction capable of being conducted so as directly or indirectly to benefit the Association and which prohibits the distribution of its income and assets to at least as great a degree as the Association by virtue of Clause 6 hereof and to lend money or guarantee the contracts of, or otherwise assist any such person, company, society, trust or other partnership, and to take over or otherwise acquire shares, stock, debentures or debenture stock and securities of any person, company, society, trust or other partnership, and to sell, hold, issue with or without guarantee or otherwise deal with same.
- (w) To do all such other lawful things as are incidental or conducive to the preservation and maintenance of the property of the Association or the attainment of the objects hereinbefore described, provided that in case the

Association shall take or hold any property subject to the jurisdiction of the Commissioners of Charitable Donation and Bequests, the Association shall, if required by the Commissioners, vest the same in special trustee thereof and provided that as regards any such property the Association shall not sell, mortgage, charge, lease, dispose of, or otherwise deal with the same without such consent as may be required by law and or from the Commissioners.

- (x) Subject to clause 6, to employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Objects.
- (y) 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. Accounts

True accounts shall be kept of the sums of money received and expended by the Association and the manner in respect of which such receipt and expenditure to place and of all the sales and purchases of goods by the Association and of the proper 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 shall be open to inspections by the members. Once at least every year the accounts of the

Association shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditors or auditor.

Accounts shall be made available to the Revenue Commissioners on request.

Provided that the Association 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 Association would make it a Trade Union.

6. Income and Property

The income and property of the Company shall be applied solely towards the promotion of Main Objects as set forth 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 otherwise howsoever by way of profit to members of the Company.

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:

- (a) reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the Company
- (b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the Company to the Company;
- (c) reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;
- (d) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;

- (e) fees, remuneration or other benefit in money or money's worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such company.
- (f) Nothing shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act, 2009 (as for the time being amended, extended or replaced).

7. Limited Liability

The liability of the members is limited.

8. Undertaking to Contribute

Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Association contracted before 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 pound.

9. Winding Up

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 be given or transferred to some other charitable institution or charitable 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 6 hereof. Members of the Company shall select the relevant institution or

institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object with the agreement of the Charities Regulator. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

10. Additions, alterations, or amendments

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

We, the several persons whose names and address and descriptions are subscribed, with to be formed into a Company in pursuance of this memorandum of Association.

NAME, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Pat Dunne Lower Rd Shankill Co Dublin C.W.O.
 Brian Coughlan, Pearna, Co. na Gaillimhe. NATURAL
 TEACHER
 Ghille Fosse, Menlo, Galway City
 (DESIGNER)
 Anthony Wilde, Kilscolgan, Drumconrath
 Co Meath, CRAFT TRADER
 Anne Byrne, The Gables, Lower Rd Shankill Co Dublin
 ANALYST
 Anthony Quinn, 100A Killyfield Ho. Lansdowne Dr
 TEACHER
 Geraldine D'Arcy, Richards Cottage, Lower Rd.,
 Shankill, Co. Dublin. (Teacher)

DATED THE 14th DAY OF DECEMBER 1992

WITNESS TO THE ABOVE SIGNATURES:

Mall P. 207

Scholar
 13, St. Andrew Street
 Dublin 2

**COMPANIES ACT 2014 COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION OF NORTH AND EAST HOUSING ASSOCIATION
CLG**

GENERAL

1. In these Articles

“The Act” means the Companies Act 2014 or any statutory modification or amendment or re-enactment thereof for the time being in force.

“The Association” means the registered company known as, North and East Housing Association CLG. The Company is a company limited by guarantee.

“The Directors” means the members for the time being of the board of directors of the Company and “Director” shall be construed accordingly.

“The Executive Committee” means the Governing Body or Directors for the time being of the Association.

“The Office” means the registered office for the time being of the Association.

“The Seal” means the common seal of the Association.

“Month” means calendar month.

“In writing” means written, printed or lithographed or partly one or partly the other and other modes of representing or reproducing works in visible form.

Words importing the singular shall include the plural, and importing the masculine shall include the feminine and vice versa. The term Chairperson shall include persons of the male or female genders.

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

MEMBERSHIP

2. For the purpose of Registration, the number of the members of the Association is declared unlimited.
3. The Subscribers to the Memorandum of Association and such other persons as are accepted by the Executive Committee to be members of the Association and who shall sign the Register of Members kept in accordance with Part 4, Chapter 5, section 169 of the Act subject to Part 18, Chapter 4, section 1201 of the Act, or shall sign a written consent to become a member, shall comprise the membership of the Association.
4. Subject to the provisions of these Articles a member shall have the right to receive notice of all general meetings of the Association and to attend and vote thereat.
5. Membership is non-transferrable.
6. Membership of the Association shall cease: -
 - (a) On the members' death, or

- (b) If the member resigns by notice in writing to the Secretary, or
- (c) If a member fails to pay any members' annual subscription as determined by the Executive Committee, or
- (d) If a member ceases to be a member of the Executive Committee. Such person shall be entitled to re-apply to the Executive Committee to become a member of the Association.

GOVERNING BODY

- 7. The Governing Body of the Association shall be known as the Executive Committee and shall consist of the directors duly appointed in writing by the Subscribers to the Memorandum of Association who shall hold office until the first Annual General Meeting, and thereafter the members of the Executive Committee shall be elected in the manner described in Articles 22 and 23.

ANNUAL SUBSCRIPTION

- 8. The annual subscription, if any, payable by members shall be determined from time to time by the Executive Committee and shall be payable on acceptance into membership for the calendar year in which acceptance takes place and thereafter shall be payable on the 1st day of January in each year.

GENERAL MEETINGS

- 9. A General Meeting shall be held once in every calendar year at such date, not being more than fifteen months after the holding of the last preceding general meeting, and at such place and time within the State as the Executive Committee may decide.

10. The above mentioned General meeting shall be called an Annual General Meeting and all other General Meetings shall be called Extraordinary General Meetings.

11. The Executive Committee may whenever they think fit convene an Extraordinary General Meeting and an Extraordinary General Meeting may also be convened on such requisition as is provided by Part 4, Chapter 6, section 178 of the Act subject to Part 18, Chapter 4, section 1203 of the Act. If at any time, there are not within the State sufficient members of the

Executive Committee capable of acting to form a quorum, any member of the Executive Committee or any two members of the Association may convene an Extraordinary General Meeting in the same manner as nearly possible as that in which meetings may be convened by the Executive Committee of the Association.

NOTICE OF GENERAL MEETINGS

12. Subject to the provisions of Part 4, Chapter 6, Sections 181 and 191 of the Act, subject to Part 18 of the Act, if applicable, 21 days' notice at the least (exclusive of the day upon which the notice was served or deemed to be served but inclusive of the day for which the notice was given) specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of that business, shall be given in a manner hereinafter mentioned or in such other manner (if any) as may be prescribed by the Association in General meeting to such persons as are entitled under the Articles of Association to receive such notice; but with the consent of all the members entitled to receive notice of some particular meeting and of the Auditor, that meeting may be convened by such shorter notice and in such manner as those members may think fit.

13. The accidental omission to give notice of a meeting to, or the non-receipt of a notice by any member, shall not invalidate the proceedings of any meeting.

PROCEDURE AT GENERAL MEETING

14. All business shall be deemed special that is transacted at the Extraordinary General Meeting, and all the transactions at an Annual General Meeting shall be deemed special with the exception of the consideration of the accounts, balance sheets and the reports of the Executive Committee and the Auditors, and the fixing of the remuneration of the Auditors, and the election to the Executive Committee.
15. No business shall be transacted at any General Meeting unless a quorum of members is present when the meeting begins. Save as herein otherwise provided, three members shall be a quorum unless the members of the Association shall determine a higher number.
16. If within half an hour from the time appointed for a meeting a quorum is not present, the meeting, if convened upon a 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 such other place as the Chairperson may appoint 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.
17. The Chairperson of the Executive Committee if present, or, if he or she is absent, the Vice Chairperson of the Executive Committee if present, shall preside as Chairperson.
18. If the Chairperson of the Executive Committee or, in his or her absence the Vice Chairperson of the Executive Committee is not present at any Meeting the members present shall choose one of their members to be Chairperson.
19. The Chairperson with the consent of any meeting at which a quorum is present may adjourn the meeting from time to time and from place to place but no

business shall be transacted at the adjourned meeting other than business left unfinished at the meeting of which the adjournment took place. When a meeting is adjourned for ten days or more notice of the adjourned meeting shall be given as in the case of the original meeting.

20. 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 demanded in accordance with Part 4, Chapter 6, Section 189 of the Act, subject to Part 18, Chapter 4, Section 1207 of the Act and a declaration by the Chairperson that the 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 of proceedings of the Association shall be conclusive evidence of the fact without proof of the number or the proportion of the votes recorded in favour of or against that resolution.

VOTES OF MEMBERS

21. Every member shall have one vote, but in the case of an equality of votes, the Chairperson of the meeting shall be entitled to a further or casting vote. No member shall be entitled to vote at a general meeting unless any monies due to the Association by the member shall have been paid. Those members which are corporate bodies may vote by a representative in a duly authorised manner. There shall be no votes given by proxy.

EXECUTIVE COMMITTEE

22. Unless and until the Association in General meeting shall otherwise determine, the number of members of the Executive Committee shall not be less than four or more than twelve. The Executive Committee may co-opt additional members of the Executive Committee up to the maximum number permitted, but any members co-opted will retire at the next Annual General meeting and will be eligible for re-election.

23. The first Executive Committee shall be appointed by the Subscribers to the

Memorandum of Association, and they shall hold office until the first Annual General Meeting of the Association at which they shall retire but shall be eligible for re-election. At every subsequent Annual General Meeting half of the elected members of the Executive Committee shall retire from office, but shall be eligible for re-election. If the number on the Executive Committee should be an uneven number then the number of members, which with the addition of one would make half of the Executive Committee, shall retire.

24. The elected members of the Executive Committee to retire from office in any year shall be those who have been longest in office since their last election, but as between persons who became members of the Executive Committee on the same date, those who retire shall, in the absence of agreement amongst themselves, be determined by lot.

25. Vacancies amongst the members of the Executive Committee shall be filled annually by election at the Annual General Meeting of the members of the Association; such election to be by ballot.

26. No person shall be eligible for election as a member of the Executive Committee who is not an ordinary member of the Association.

POWERS OF THE EXECUTIVE COMMITTEE

27. The business of the Association shall be managed by the Executive Committee who 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 any regulations of these Articles, to the provision of the Act, and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Association in General Meeting; but no regulation made by the Association in General Meeting shall invalidate any prior act of the Executive Committee which would have been valid if such regulation had not been made.

28. The Executive Committee may from time to time make, vary and repeal Byelaws for the regulation of the affairs of the Association and the conduct of its officers, employees, servants and members and such Bye-Laws may prescribe the subscription to be paid by members and associate members admitted under Article 47 and the privileges to be enjoyed by members provided that no Byelaw shall be made which is inconsistent with the provisions of the Companies Acts or the Memorandum or Articles of Association for the time being of the Association or which would amount to such an addition to or alteration of these Articles as could legally only be made by Special Resolution passed and confirmed in accordance with the Companies Acts.

29. The Executive Committee may from time to time delegate any of their powers to Committees consisting of such member or members of the Association as they think fit. Any Committee so formed shall, in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Executive Committee. The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Executive Committee as far as same are applicable hereto and are not superseded by the provisions of these Articles or of any regulations made by the Executive Committee under this Article. The payment to any member of a Committee so formed shall be strictly limited in accordance with Clause 6 of the Memorandum of Association.

The provision of Part 18, Chapter 4, Section 1197 of the Act relating specifically to remuneration of the board of directors shall not apply and is hereby prohibited both in respect of the members of the Executive Committee or any Committee of Members of the Association.

30. The Executive Committee may borrow, raise or secure the payment of money in such manner as the Executive Committee shall think fit, and in particular by

the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Association's property (both present and future) and to purchase, redeem or pay off any such securities, and apply the money so raised to the purposes of the Association, and every mortgage made in pursuance of this power, may contain a power of sale and all usual mortgage provisions. As regards any property taken by the Association, not for the general purposes of the Association but on special trusts, the power for mortgaging shall apply only to such extent as is consistent with the trusts on which power the Association holds the property; where so required by law, the power conferred, shall be exercised only with consent of the Commissioners of Charitable Donations and Bequests.

SEAL

31. The Seal of the Association shall not be affixed to any instrument except by the authority of a Resolution of the Executive Committee, being the governing body of the Association, and in the presence of the Executive Committee or of such director or directors as the Executive may appoint. Not less than two directors as appointed for this purpose shall sign every instrument to which the Seal of the Association is so affixed in their presence.

PROCEEDINGS OF EXECUTIVE COMMITTEE

32. The Executive Committee may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of equality of votes the Chairperson shall have a further or casting vote. Two Executive Committee members may, and the Secretary, on the requisition of two Executive Committee members, shall summon a meeting of the Executive Committee.

33. The quorum necessary for the transaction of the business of the Executive Committee may be fixed by the Executive Committee, and unless so fixed shall be three.

34. The continuing Executive Committee may act notwithstanding any vacancy in their body, but if and so long as their number is below the number fixed by these Articles of Association as the necessary quorum of the members of the

Executive Committee, the continuing members of the Executive Committee may act for the purpose of summoning a General Meeting of the Association but for no other purpose.

35. All acts done by any meeting of the Executive Committee or by any person acting as a member of the Executive Committee or any Sub-Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid, or that he or she or any of the Executive Committee was disqualified, be as valid as if every such person had been duly appointed.

36. The Executive Committee shall cause minutes to be made in books provided for the purpose: -

- (a) Of all appointments of members of the Executive Committee and of officers of the Association.
- (b) Of the names of the Executive Committee members present at each meeting of the Executive Committee or any Sub-Committee.
- (c) Of all resolutions and proceedings at all meetings of the Association and of the Executive Committee or Sub-Committee.

DISQUALIFICATION OF MEMBERS OF EXECUTIVE COMMITTEE

37. The office of a member of the Executive Committee shall be vacated if such member:

- (i) is adjudged bankrupt in the State or in Northern Ireland or in Great Britain or makes any arrangements or composition with his creditors generally or,
- (ii) becomes prohibited from being a member of the Executive Committee by reason of any order made under Part 14, Chapter 4, Section 842 of the Act or any subsequent or amending legislation,
- (iii) becomes of unsound mind or,
- (iv) resigns his office, by notice in writing to the Company or,
- (v) is convicted of an indictable offence unless the members of the Executive Committee otherwise determine or,
- (vi) is for more than 6 months absent from meetings of the members of the Executive Committee held during that period.

OFFICERS

38. The Executive Committee shall elect a Chairperson and Vice-Chairperson of the Association at its first meeting after the Annual General Meeting. The Chairperson and the Vice-Chairperson may be removed at any time by the Executive Committee.

39. The Association shall have a Secretary who shall be appointed by the Executive Committee and who may at any time be removed by the Executive Committee by notice addressed to him or her in writing.

The Executive Committee may from time to time appoint a temporary substitute for the Secretary, and any person so appointed shall for all purposes of these Articles be deemed during the term of his or her appointment to be the Secretary.

40. The Executive Committee may appoint such officials, honorary or salaried, as they may think from time to time desirable, and in the case of salaried officials,

fix their salaries and remuneration and determine their respective duties and the tenure of their office.

ALTERATION OF ARTICLES

41. Subject to Part 18, Chapter 2, Section 1187 of the Act and the Memorandum Clause 10 all or any of these articles shall only be altered or rescinded by the Association on Motion at an Extraordinary General Meeting especially called for that purpose provided that any such amendment shall be ultra vires and void unless: -

- (a) Notice of such Motion stating the exact terms of the amendment proposed is furnished to the Secretary at least twenty-one days before the date of such Meeting.
- (b) Such amendment is approved by a three fourths majority of those members present and voting at such meeting by a show of hands, or in the event of a poll being demanded by three persons present, by a three fourths majority of those voting by ballot.
- (c) At least 21 days' notice of the meeting has been given to members.

ACCOUNTS

42. The Executive Committee shall cause proper books of accounts to be kept, whether in the form of documents or otherwise, which correctly record and explain the day-to-day transactions of the Association with respect to:
- (a) All sums of money received or expended by the Association and the matters in respect of which the receipt and expenditure takes place;
 - (b) All payments or receipts related to services provided by the Association or the sale and purchases of goods;
 - (c) The assets and liabilities of the Association, including mortgage loans obtained for housing purposes;

(d) Capital payments received by way of loans or by way of grants from any statutory agency or other body for housing and related purposes and all expenditures of same in a clearly identified accounts;

(e) All receipts by way of revenue or rents in respect of the letting of houses and any associated subsidies or grants and any expenditure of same in clearly identified accounts;

which will enable the Executive Committee (Directors) to ensure adequate financial control and that any balance sheet, income and expenditure account or profit and loss account of the Association complies with the requirements of the Companies Acts and will enable the accounts of the Association to be readily and properly audited.

43. The books of accounts shall be kept at the registered office of the Association or such other place or places as the Executive Committee shall think fit and shall always be open to the inspection of an Executive Committee member.

44. The Executive Committee shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations that accounts and books of the Association or any of them shall be open to the inspection of members, not being Executive Committee members, and no member (not being an Executive Committee member) shall have any right of inspection of any account book or document of the Association, except as conferred by statute or authorised by the Executive Committee or by the Association in General Meeting.

45. The Executive Committee shall from time to time in accordance with Part 6 of the Act, subject to Part 18 of the Act or any amendment or modification of same, cause to be prepared and place before the Association in General Meeting such profit and loss accounts, balance sheets and reports as are required by those sections to be prepared and laid before the General Meeting 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 Association in General Meeting together with a copy of the Auditor's report and report of the Executive Committee shall, not less than 21 days before the date of the meeting, be sent to all persons entitle under the Act to receive them. Copies of the Accounts shall be supplied to the Revenue Commissioners upon request.

AUDIT

47. Auditors shall be appointed and their duties regulated in accordance with Part 6 Chapter 18 to Chapter 20 inclusive of the Act as amended or modified or added to by any subsequent statutory amendment, repeal or modification of the Act.

ASSOCIATE MEMBERS

48. The Executive Committee may accept persons or corporate bodies as nonvoting supporting or "associate" members who may at the discretion of the Executive Committee be invited to attend general meetings. The Executive Committee may fix an annual subscription as a condition of such associate membership and determine what privileges or service such associate members may enjoy.

NOTICES

49. A Notice may be given by the Association to any member either personally or by sending it to him by post to his registered address or (if he has not registered address within Ireland) to the address (if any) with the Republic of Ireland supplied by him or her to the Association for the giving of notice to him or her. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing and prepaying and posting a letter containing

the notice and to have been effected at the expiration of twenty-four hours after the letter containing the same was posted.

50. A Notice of every General Meeting shall be given in some manner hereinbefore authorised to

(1) Every member, except those members who (having no registered address in Ireland) shall not have supplied to the Association an address within Ireland for the giving of notice to them.

(2) The Auditor for the time being of the Association. No other person shall be entitled to receive notice or attend at any General Meeting.

WINDING UP

51. The provision of Clause 9 of the Memorandum of 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 presents.

52. Subject to article 50, the Association may be the subject of a decision to wind up in accordance with the relevant provisions of the Act.

NAME, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Pat J. Lowne 40 Shankill Co. Dub. C.W.O.
 Brian Coughlan, Bearna Co. na Gaillimhe. NATURAL
 TEACHER
 Ghille Fosse, Meudo, Galway City (DESIGNER)
 Anthony Wilde, Kilscolgan, Drumconrath
 Co. Meath, CRAFT TRADER
 Anne Byrne, The Gables, Lower Rd Shankill Co. Dublin
 ANALYST
 Anthony O'Sullivan, 104 Killyfield Ho. Ranelagh D.
 TEACHER
 Geraldine D'Arcy, Richards Cottage, Lower Rd. 1
 Shankill, Co. Dublin. (Teacher)

DATED THE 14TH DAY OF DECEMBER 1992

WITNESS TO THE ABOVE SIGNATURES:

Mall pba 207

Schiller
 13, ST. Andrew Street
 Dublin 2

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