

Company number: 03137725

**Certificate of passing special resolutions**

**of**

**The Irish Charitable Trust**

**("the Company")**

It is hereby certified that the following resolutions were duly passed as special resolutions of the Company on 12 February 2013, by way of written resolution under Chapter 2 of Part 13 of the Companies Act 2006.

- 1 1 THAT, the objects of the Company be and are hereby amended by the deletion of the existing Clause 3 (being the objects clause) and the substitution of the following clause:

*"The Objects of the Company are, for the public benefit, and including for those persons who are from the Irish Community:*

*3 1 to relieve and combat poverty, distress financial hardship, and sickness,*

*3 2 to relieve those in need by reason of youth, age, ill health, disability, unemployment or other disadvantage,*

*3.3 to promote Irish art, culture and heritage for the public benefit,*

*3 4 to advance education for the public benefit in Irish culture and language,*

*3 5 to advance the Christian faith for the public benefit by encouraging and facilitating the practice of religion particularly by the provision of facilities and amenities in such ways as may be thought fit, and*

*3 6 to advance any such other purpose being exclusively charitable according to the law of England and Wales as the Trustees may from time to time determine "*

- 1.2 THAT, the draft Articles of Association attached hereto hereby approved and adopted as the Articles of Association of the Charity in substitution for and to the exclusion of all existing Articles of Association of the Charity.
- 1 3 THAT the operative provisions of the Memorandum having been incorporated into the new Articles of Association, the existing Memorandum of Association of the Charity be amended and restated such that it conforms with the draft Memorandum of Association attached.

Signed:

*Dermot Murphy*  
[Chair/Director/Secretary]

Date:

*12 February 2013*



Company number: 03137725

**Written resolutions of  
The Irish Charitable Trust  
("the Company")**

**Circulation Date: 12 February 2013**

**1. Resolutions**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as special resolutions ("Special Resolutions").

**SPECIAL RESOLUTIONS**

- 1.1 THAT, the objects of the Company be and are hereby amended by the deletion of the existing Clause 3 (being the objects clause) and the substitution of the following clause:

*"The Objects of the Company are, for the public benefit, and including for those persons who are from the Irish Community"*

*3 1 to relieve and combat poverty, distress financial hardship, and sickness;*

*3 2 to relieve those in need by reason of youth, age, ill health, disability, unemployment or other disadvantage,*

*3 3 to promote Irish art, culture and heritage for the public benefit,*

*3 4 to advance education for the public benefit in Irish culture and language,*

*3 5 to advance the Christian faith for the public benefit by encouraging and facilitating the practice of religion particularly by the provision of facilities and amenities in such ways as may be thought fit, and*

*3.6 to advance any such other purpose being exclusively charitable according to the law of England and Wales as the Trustees may from time to time determine "*

- 1 2 THAT, the draft Articles of Association attached hereto hereby approved and adopted as the Articles of Association of the Charity in substitution for and to the exclusion of all existing Articles of Association of the Charity.
- 1.3 THAT the operative provisions of the Memorandum having been incorporated into the new Articles of Association, the existing Memorandum of Association of the Charity be amended and restated such that it conforms with the draft Memorandum of Association attached



## 2. Agreement

Please read the notes at the end of this document before signifying your agreement to the resolutions.

The undersigned, being persons entitled to vote on the above resolutions on 13 February 2013, hereby irrevocably agree to those resolutions as indicated above:


Signed:   
Kevin Philip Germaine

Signed:   
Dermot Finbarr Murphy

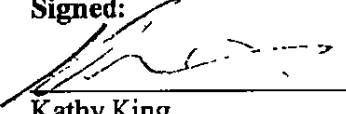
Signed: \_\_\_\_\_  
Marie Linnane


Signed:   
Margaret Ann Beirne

Signed: \_\_\_\_\_  
Gary O'Brien

Signed:   
Peter Paul Curran

Signed:   
Maeve Buckley

Signed:   
Kathy King

Signed:   
David Charles Perkins

## 3. Notes

- (a) If you agree with the special resolutions, please indicate your agreement by signing this document where indicated above and returning the signed version.

**By Hand:** delivering the signed copy to Joanna Howard at Bates Wells & Braithwaite London LLP, 2-6 Cannon Street, London, EC4M 6YH.

**Post:** returning the signed copy by post to Joanna Howard at Bates Wells & Braithwaite London LLP, 2-6 Cannon Street, London EC4M 6YH.

**Email:** by attaching a scanned copy of the signed document to an email and sending it to [j.howard@bwbllp.com](mailto:j.howard@bwbllp.com) Please enter "Written resolution of ICT" in the email subject box

You may not return the special resolutions to the Company by any other method

If you do not agree to the special resolutions, you do not need to do anything' you will not be deemed to agree if you fail to reply.

- (b) Once you have indicated your agreement to the special resolutions, you may not revoke your agreement.
- (c) Unless, within 28 days from the Circulation Date, sufficient agreement has been received for the special resolutions to pass, it will lapse. If you agree to the special resolutions, please ensure that your agreement reaches us before or during this date.
- (d) If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document
- (e) A copy of these special resolutions has been sent to the auditors.

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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**Memorandum of Association  
of  
The Irish Charitable Trust**

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**Bates Wells & Braithwaite London LLP  
2-6 Cannon Street  
London EC4M 6YH  
(Telephone: 020 7551 7777)  
[www.bwbllp.com](http://www.bwbllp.com)  
210110/0001/001100574**



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COMPANIES HOUSE

#226

**The Companies Acts 1985 to 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Memorandum of Association of The Irish Charitable Trust**

**WE**, the persons whose names and addresses are written below, wish to be formed into a company pursuant to this Memorandum of Association

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**SIGNATURES, NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

---

ENID MARRON  
114 Iffley Road  
London W6 0PE

Enid Marron

Administration and personnel manager

Witness to the above signature of Enid Marron

Paul A Murphy

Name. PAUL A MURPHY

Address 65 SUMNER BUILDINGS  
SUMNER STREET  
LONDON SE1 9JY

Occupation

Director (Team Manager)  
Of this Irish Advice Charity

ROBERT MULCAHY  
18a Agate Road  
London W6 0AH

R L Mulcahy

Retired building contractor

Witness to the above signature of Robert Mulcahy

Paul A Murphy

Name PAUL A MURPHY

Address 65 SUMNER BUILDINGS  
SUMNER STREET  
LONDON SE1 9JY

Occupation

Director (Team Manager)  
Of this Irish Advice Charity

CAROLINE JUDGE  
16 Hurst Park Road  
Twyford  
Reading RG10 0EY

Caroline Judge

Assistant manager, building society

Witness to the above signature of Caroline Judge

JYoung

Name J N YOUNG

Address 26, HALL LANE,  
KETTERING,  
NORTHANTS, NN15 7LJ  
Occupation BANK MANAGER

KEVIN O'BYRNE  
105 St Alban's Avenue  
London W4 5NS

Kevin OByrne

Finance director

Witness to the above signature of Kevin O'Byrne

Elaine O'Byrne

Name ELAINE O'BYRNE

Address 105 ST ALBANS AVE  
LONDON W4  
Occupation ACCOUNTANT

**DATED: 18<sup>TH</sup> August 1995**

The Companies Acts 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

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**Articles of Association**  
**of**  
**The Irish Charitable Trust**

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**Bates Wells & Braithwaite London LLP**  
**2-6 Cannon Street**  
**London EC4M 6YH**  
**(Telephone: 020 7551 7777)**  
**[www.bwbllp.com](http://www.bwbllp.com)**  
**210110/0001/001100572**

**THE COMPANIES ACT 1985-2006**

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

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**ARTICLES OF ASSOCIATION**  
**of**  
**THE IRISH CHARITABLE TRUST**

1 In these articles -

“the Company” means the company intended to be regulated by these articles,

“the Act” means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force,

“the Articles” means the articles of the Company,

“clear days” in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,

“the Commissioners” means the Charity Commissioners for England and Wales,

“executed” includes any mode of execution;

“the Memorandum” means the Schedule to these Articles which incorporates the provisions formerly in the Memorandum of Association of the Company;

“office” means the registered office of the Company;

“the seal” means the common seal of the Company if it has one,

“the Secretary” means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company including a joint assistant or deputy secretary,

“the Trustees” means the directors of the Company and “Trustee” and “Trustees” shall be interpreted accordingly,

“the United Kingdom” means the United Kingdom of Great Britain and Northern Ireland

Words importing the masculine gender only shall include the feminine gender

Words importing the singular number only shall include the plural number and vice versa

Words importing persons shall include corporations

Unless the context otherwise requires any words or expressions contained in the Articles shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when the Articles become binding on the Company.

- 2 The Company is established for the purpose expressed in the Memorandum and the number of members with which the Company proposes to be registered shall be five but the Trustees may from time to time register an increase of members.

### **MEMBERS AND MEMBERSHIP**

- 3 The subscribers to the Memorandum and such other persons as the Trustees shall admit to membership in accordance with the Articles shall be members of the Company The rights of a member shall not be transferable and shall cease on death
- 4 Every member of the Company other than the subscribers to the Memorandum shall either sign a written application for membership in such form as the Trustees require or consent to enable him to become a member or shall sign the Register of Members on becoming a member No person shall be admitted as a member of the Company unless he is approved by the Trustees
- 5 The Secretary shall keep an accurate Register of Members of the Company
- 6 Any member may withdraw from membership of the Company by giving three months' notice in writing to the Secretary of his intention so to do but any person ceasing by any means to be a member shall remain liable for and shall pay to the Company all moneys due from him to the Company at the time of his ceasing to be a member or for which he may become liable under the provisions of the Memorandum
- 7 The sole right of admission to membership shall be vested in the Trustees but nothing herein contained shall entitle the Trustees to discriminate in any way between applicants by reason of race religion colour gender sexual orientation class or disability
- 8 The Trustees may also without showing cause by a resolution passed by a majority of not less than two-thirds or the Trustees present at a meeting of the Trustees of and at which the member in question has been given reasonable notice and a reasonable opportunity of being heard in his own defence convened solely or inter alia for the purpose of considering such resolution refuse to allow any person to continue to be a member of the Company and if such resolution shall be so passed then (subject as in Article 6 provided) such person shall cease to be a member and his name shall be removed from the Register of Members
- 9 Entrance fees (if any) payable for becoming a member of the Company and the annual quarterly or other subscriptions or payments (if any) payable by members of the Company shall be fixed at a general meeting of the Company The Trustees shall

have power to waive payment of such entrance fees subscriptions or payments in cases where this is deemed appropriate by the Trustees

### **GENERAL MEETINGS**

- 10 The Company shall hold an annual general meeting each year in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. Provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation it need not hold one in the year of its incorporation or in the following year. The annual general meeting shall be held at such times and places as the Trustees appoint.
- 11 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 12 The Trustees may whenever they think fit call an extraordinary general meeting and on the requisition of members pursuant to the provisions of the Act shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Trustees to call a general meeting any Trustee or any member of the Company may call a general meeting.

### **NOTICE OF GENERAL MEETINGS**

- 13 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a Trustee shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice by a general meeting may be called by shorter notice if it is so agreed.
  - (A) in the case of an annual general meeting by all the members entitled to attend and vote at the meeting, and
  - (B) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent of the total voting rights at the meeting of all the members.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and in the case of an annual general meeting shall specify the meeting as such.

The notice shall be given to all the members and to the Trustees and auditors

- 14 The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## PROCEEDINGS AT GENERAL MEETINGS

- 15 No business shall be transacted at any meeting unless a quorum is present Two persons entitled to vote upon the business to be transacted each being a member or a proxy for a member or a duly authorised representative of a member organisation shall be a quorum
- 16 If such a quorum is not present within half an hour from the time appointed for the meeting or if during a meeting such a quorum ceases to be present the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Trustees may determine.
- 17 The chairman if any of the Trustees or in his absence some other Trustee nominated by the Trustees shall preside as chairman of the meeting but if neither the chairman nor such other Trustee (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act the Trustees present shall elect one of their number to be chairman and if there is only one Trustee present and willing to act he shall be chairman
- 18 If no Trustee is willing to act as chairman or if no Trustee is present within fifteen minutes after the time appointed for holding the meeting the members present and entitled to vote shall choose one of their number to be chairman
- 19 A Trustee shall notwithstanding that he is not a member be entitled to attend and speak at any general meeting
- 20 The chairman may with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place When a meeting is adjourned for fourteen days or more at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice
- 21 A resolution put to the vote at a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded Subject to the provisions of the Act a poll may be demanded
  - (A) by the chairman, or
  - (B) by at least two members having the right to vote at the meeting, or
  - (C) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meetingand a demand by a person as a proxy for a member shall be the same as a demand by the member
- 22 Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall

be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution

- 23 The demand for a poll may be withdrawn before the poll is taken but only with the consent of the chairman. The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 24 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 25 In the case of an equality of votes whether on a show of hands or on a poll the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 26 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn the meeting shall continue as if the demand had not been made.
27. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In other cases at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
28. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.

#### **VOTES OF MEMBERS**

- 29 Subject as otherwise provided by the Articles every member shall have one vote.
30. On a show of hands every member present in person shall have one vote. On a poll every member present in person or by proxy shall have one vote.
- 31 No member shall be entitled to vote at any general meeting unless all moneys then payable by him to the Company have been paid.
- 32 A member in respect of whom an order has been made by any Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote whether on a show of hands or on a poll by his committee receiver curator bonis or other person authorised in that behalf appointed by that Court and any such committee receiver curator bonis or other person may on a poll

vote by proxy Evidence to the satisfaction of the Trustees of the authority of the person claiming to exercise the right to vote shall be deposited at the office or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable

- 33 No objection shall be raised to at the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive
- 34 An instrument appointing a proxy shall be writing executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):-

#### THE IRISH CHARITABLE TRUST

I/We

of

being a member/members of the above-named company hereby appoint of  
or failing him the chairman of the meeting as my/our proxy to vote for  
me/us and on my/our behalf at the annual/extraordinary general meeting of the  
company to be held on day of 19 and at any adjournment thereof

Signed this day of 19

A proxy need not be a member of the Company

35. Where it is desired to afford members any opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve) -

#### THE IRISH CHARITABLE TRUST

I/We

of

being a member/members of the above-named company hereby appoint of  
or failing him the chairman of the meeting as my/our proxy to vote for  
me/us and on my/our behalf at the annual/extraordinary general meeting of the  
company to be held on day of 19 and at any adjournment thereof.  
This form is to be used in respect of the resolution mentioned below as follows -

Resolution No 1 \*for \*against

Resolution No 2 \*for \*against

\* Strike out whichever is not desired

Signed this      day of              19

36. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Trustees shall
- (A) be deposited at the office not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, or
  - (B) in the case of a poll taken more than forty eight hours after it is demanded be deposited as aforesaid after the poll has been demanded and not less than twenty four hours before the time appointed for the taking of the poll, or
  - (C) where the poll is not taken immediately but is taken not more than fifty eight hours after it was demanded be delivered at the meeting at which the poll was demanded to the chairman or to the Secretary or to any Trustee
37. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll
38. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

#### **NUMBER OF TRUSTEES**

39. Unless otherwise determined by ordinary resolution the number of Trustees shall not be subject to any maximum but shall be not less than two
40. The first Trustees and first chairman of the Trustees shall be appointed in writing by the subscribers to the Memorandum and shall be deemed to be appointed under the Articles. Future Trustees shall be appointed as provided subsequently in the Articles

#### **POWERS OF TRUSTEES**

41. Subject to the provisions of the Act the Memorandum and Articles and to any directions given by special resolution the business of the Company shall be managed by the Trustees who may exercise all the powers of the Company. No alteration of the Memorandum and Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Trustees by the Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees

- 42 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Company for such purposes and on such conditions as they determine including authority for the agent to delegate all or any of his powers
- 43 In addition to all powers hereby expressly conferred upon them and without detracting from the generality of their powers under the Articles the Trustees shall have the following powers namely
- (A) to expend the funds of the Company in such manner as they shall consider most beneficial for the achievement of the objects and to invest in the name of the Company such part of the funds as they may see fit and to direct the sale or transposition of any such investments and to expend the proceeds of any such sale in furtherance of the objects of the Company, and
  - (B) to enter into contracts on behalf of the Company

#### **APPOINTMENT OF TRUSTEES**

- 44 At the first annual general meeting all the Trustees shall retire from office and they shall all be eligible for re-appointment
- 45 The Trustees shall not be subject to retirement by rotation. Subject to the provisions of the Articles a Trustee may retire at any time.
- 46 No person other than a Trustee retiring at the meeting shall be appointed or re-appointed a Trustee at any general meeting unless.
- (A) he is recommended by the Trustees, or
  - (B) not less than fourteen nor more than thirty five clear days before the date appointed for the meeting there shall have been left at the office notice in writing executed by a member qualified to attend and vote at the meeting of the intention to propose that person for appointment or re-appointment stating the particulars which would if he were so appointed or re-appointed be required to be included in the Company's register of Trustees together with notice executed by that person of his willingness to be appointed or re-appointed
- 47 Not less than seven nor more twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the Trustees for appointment or re-appointment as a Trustee at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or re-appointment as a Trustee The notice shall give the particulars of that person which would if he were so appointed or re-appointed be required to be included in the Company's register of Trustees
48. The Trustees shall have power at any time and from time to time to appoint any person to be a Trustee either to fill a casual vacancy to replace a retiring Trustee or as an addition to the existing Trustees but so that the total number of Trustees shall not at any time exceed the number fixed in accordance with the Articles

- 49 Any Trustee appointed to fill a casual vacancy to replace a retiring Trustee or as an addition to the existing Trustees shall hold office only until the next following annual general meeting and shall be eligible for re-election at such meeting
- 50 The Company may in accordance with and subject to the provisions of the Act by ordinary resolution of which special notice has been given remove any Trustee before the expiration of his period of office

### **DISQUALIFICATION AND REMOVAL OF TRUSTEES**

- 51 A Trustee shall cease to hold office if the Trustee -
- (A) becomes prohibited from being a Trustee by reason of any order made under the Act or any provision in the Act or is disqualified from acting as a Trustee by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision or otherwise) or he becomes otherwise prohibited by law from being a Trustee, or
  - (B) without the consent of the Company in general meeting holds any other office of profit under the Company, or
  - (C) becomes bankrupt or makes any arrangement or composition with his creditors generally, or
  - (D) becomes of unsound mind or incapable by reason of mental disorder illness or injury of managing and administering his own affairs, or
  - (E) ceases to be a member of the Company, or
  - (F) resigns his office by notice to the Company (but only if at least two Trustees will remain in office when the notice of resignation is to take effect), or
  - (G) is absent without the permission of the Trustees from all their meetings held within a period of six months and the Trustees resolve that his office be vacated, or
  - (H) he is convicted of an indictable offence unless the Trustees otherwise determine, or
  - (I) he is required by a majority of his co-Trustees to resign.

### **TRUSTEES' EXPENSES**

52. The Trustees may be paid all reasonable travelling hotel and other expenses properly incurred by them in connection with their attendance at meetings of Trustees or committees of Trustees or general meetings or otherwise in connection with the discharge of their duties but otherwise shall not be entitled to any remuneration

### **TRUSTEES' APPOINTMENTS AND INTERESTS**

- 53 Subject to the provisions of the Act and to Clause 5 of the Memorandum the Trustees may appoint one or more of their number to the unremunerated office of managing

director or to any other unremunerated executive office under the Company. Any such appointment may be made upon such terms as the Trustees determine. The appointment of any Trustee to the office of chairman or deputy chairman or managing director or any other executive office shall automatically determine if he ceases to be a Trustee but without prejudice to any claim to damages for breach of any contract of service between him and the Company.

54 Subject to the provisions of the Act and to Clause 5 of the Memorandum and provided that he has disclosed to the Trustees the nature and extent of any material interest of his as a Trustee notwithstanding his office -

- (A) may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is otherwise interested,
- (B) may be a director or other officer of or employed by or a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is otherwise interested, and
- (C) shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

55 For the purposes of Article 54 -

- (A) a general notice given to the Trustees that a Trustee is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Trustee has an interest in any such transaction or arrangement of the nature and extent so specified, and
- (B) an interest of which a Trustee has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

56 A Trustee shall not vote in respect of any transaction or arrangement in which he is interested or any matter arising thereout and if he does so vote his vote shall not be counted

### **PROCEEDINGS OF TRUSTEES**

57 Subject to the provisions of the Articles the Trustees may regulate their proceedings as they think fit. A Trustee may and the Secretary at the request of a Trustee shall call a meeting of the Trustees. It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes the chairman shall have a second or casting vote.

- 58 The quorum for the transaction of the business of the Trustees may be fixed by the Trustees and unless so fixed at any other number shall be two
- 59 The continuing Trustees or a sole continuing Trustee may act notwithstanding any vacancies in their number but if the number of Trustees is less than the number fixed as the quorum the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting but for no other purpose
- 60 The Trustees may appoint one of their number to be the chairman of their meetings and may at any time remove him from that office Unless he is unwilling to do so the Trustee so appointed shall preside at every meeting of Trustees at which he is present If there is no Trustee holding that office or if the Trustee holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting the Trustees present may appoint one of their number to be chairman of the meeting
61. All acts done by a meeting of Trustees or of a committee of Trustees shall notwithstanding that if afterwards be discovered that there was a defect in the appointment of any Trustee or that any of them was disqualified from holding office or had vacated office or was not entitled to vote be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee and had been entitled to vote
- 62 A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees shall be as valid and effective as if it had been passed at a meeting of Trustees of (as the case may be) a committee of Trustees duly convened and held and may consist of several documents in the like form each signed by one or more of the Trustees
- 63 Any bank account in which any part of the funds of the Company is deposited shall be operated by the Trustees and shall indicate the name of the Company All cheques and orders for the payment of money from such account shall be signed by at least two Trustees

#### **SECRETARY**

- 64 Subject to the provisions of the Act the Secretary shall be appointed by the Trustees for such term at such remuneration (if not a Trustee) and upon such conditions as they may think fit Any Secretary so appointed may be removed by the Trustees

#### **MINUTES**

- 65 The Trustees shall keep minutes in books kept for the purpose
- (A) of all appointments of officers made by the Trustees, and
  - (B) of all proceedings at meetings of the Company and of the Trustees and of committees of the Trustees including the names of the Trustees present at each such meeting

## **THE SEAL**

- 66 The seal shall only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

## **ACCOUNTS**

- 67 The Trustees shall cause proper accounting records to be kept in accordance with the provisions of the Act.
- 68 The accounting records shall be kept at the office or subject to the provisions of the Act at such other place or places as the Trustees shall think fit and shall always be open to the inspection of the Trustees.

## **AUDIT**

- 69 Once at least in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by any one or more properly qualified auditor or auditors.
- 70 Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

## **NOTICES**

- 71 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Trustees need not be in writing.
- 72 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address.
- 73 A member present either in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and where necessary of the purposes for which it was called.
- 74 Proof that an envelope containing a notice was properly addressed prepaid and posted shall be conclusive evidence that the notice was given. A notice shall unless the contrary is proved be deemed to be given at the expiration of forty eight hours after the envelope containing it was posted.

## **INDEMNITY**

- 75 Subject to the provisions of the Act and of the Memorandum but without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs charges expenses and liabilities incurred by him in that capacity in defending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application in

which relief is granted to him by the Court from liability for negligence default breach of duty or breach of trust in relation to the affairs of the Company

#### **INCORPORATION OF SCHEDULE 1**

- 76 The Schedule to these Articles, incorporating provisions formerly in the Memorandum of Association of the Trust, forms part of these Articles

**SCHEDULE 1**  
**PROVISIONS FORMLLY CONTAINED IN THE MEMORANDUM OF**  
**ASSOCIAITON**  
**OF**  
**THE IRISH CHARITABLE TRUST**

- 1     **THE** name of the company (hereinafter called "the Company") is 'The Irish Charitable Trust'
- 2     **THE** registered office of the Company will be situated in England and Wales
- 3     The Objects of the Company are, for the public benefit, and including for those persons who are from the Irish Community
- 3 1    to relieve and combat poverty, distress financial hardship, and sickness,
- 3 2    to relieve those in need by reason of youth, age, ill health, disability, unemployment or other disadvantage,
- 3 3    to promote Irish art, culture and heritage for the public benefit;
- 3 4    to advance education for the public benefit in Irish culture and language,
- 3 5    to advance the Christian faith for the public benefit by encouraging and facilitating the practice of religion particularly by the provision of facilities and amenities in such ways as may be thought fit, and
- 3 6    to advance any such other purpose being exclusively charitable according to the law of England and Wales as the Trustees may from time to time determine
- 4     **IN THE** furtherance of the said objects but not further or otherwise the Company shall have the following powers -
- (A)   to undertake accept execute perform and administer any trusts or conditions affecting lands buildings hereditaments investments funds or other property whatsoever held or owned in trust or for the benefit or for any of the purposes or objects of the Company or any branch thereof or group or local association established according to the regulations of the Company and recognised thereby,
- (B)   to take such steps as may be necessary under law relating to charities or charitable trusts for validly and effectively vesting such property or any part thereof in the Company,
- (C)   to accept any gift donation devise legacy annuity subscription or contribution of any real or personal property (including any estate or interest therein and any rights or privileges necessary or desirable for any of the purposes of the Company) whether subject to any special trust or not for the purposes or

objects of the Company or any such branch group or local association as aforesaid or any of them or for any charitable purpose;

- (D) to borrow raise or secure the payment of money for the purpose of promoting the said objects and for those purposes to create mortgages or charges on the undertaking and all or any part of the property and rights of the Company present or after-acquired so far as may be consistent with any trusts affecting the same,
- (E) to purchase take on lease or in exchange hire rent or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of the Company and to construct maintain alter furnish equip or improve any buildings or erections necessary or convenient for those purposes,
- (F) to draw make accept endorse discount execute and issue promissory notes bills cheques and other instruments and to operate bank accounts in the name of the Company,
- (G) generally to obtain collect and receive money and to raise funds and to invite and receive contributions (whether in cash or in kind or by the provision of services or otherwise howsoever) from any persons or organisations (whether incorporated or unincorporated) whatsoever by way of subscription donation (including deeds of covenant) loan and otherwise howsoever provided that in raising funds the Company shall not undertake any substantial permanent trading activities and shall conform to any relevant statutory regulations,
- (H) to acquire alter improve and (subject to such consents as may be required by law) to charge or otherwise dispose of property,
- (I) subject to Clause 5 below to employ such staff who shall not be Trustees as are necessary for the proper pursuit of the said objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependents,
- (J) to establish or support any charitable trust association society corporation or institution formed in any part of the world for all or any of the said objects of the Company,
- (K) to sponsor or subsidise any cultural sporting or other event performance or exhibition any profits of which are to be paid to any such other charitable trust association society corporation or institution as aforesaid,
- (L) to co-operate with other charities voluntary bodies and statutory authorities operating in furtherance of the said objects or similar charitable purposes and to exchange information and advice with them,
- (M) to adopt such means of advertising and publicising the business or activities of the Company as may seem expedient,

- (N) to compile print publish or otherwise disseminate or procure the compilation printing publication or other dissemination gratuitously or otherwise of any reports journals periodicals books newspapers pamphlets leaflets or other forms of literature or documents and to broadcast televise or to make and issue or otherwise show films and video tapes or to procure the broadcasting televising or the making issuing and showing of films and video tapes in furtherance of the objects of the Company,
- (O) to effect insurance with any insurance company for the purpose of indemnifying the Company in respect of any claims or of indemnifying the Trustees or other officers (including any auditor) in respect of any claims and to pay premiums on any such insurance,
- (P) to invest the moneys of the Company not immediately required for its purposes in or upon any investments securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consent (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided,
- (Q) to pay out of the funds of the Company the costs charges and expenses of and incidental to the formation and registration of the Company,
- (R) to do all such other lawful things as are necessary to further the above objects

5 **THE** income and property of the Company shall be applied solely towards the promotion of the said objects and no part shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Company and no Trustee 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 **PROVIDED** that nothing herein shall prevent any payment in good faith by the Company

- (A) of the usual professional charges for business done by any Trustee who is a solicitor accountant or other person engaged in a profession or by any partner of his or hers when instructed by the Company to act in a professional capacity on its behalf Provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion,
- (B) of reasonable and proper remuneration for any services rendered to the Company by any member officer or servant of the Company who is not a Trustee,
- (C) of interest on money lent by any member of the Company or any Trustee at a reasonable and proper rate per annum not exceeding two per cent less than the published base lending rate of a clearing bank to be selected by the Trustees,
- (D) of fees remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a member holding not more than 1/100<sup>th</sup> part of the issued share capital of that company,

- (E) of reasonable and proper rent for premises demised or let by any member of the Company or a Trustee,
  - (F) to any Trustee of reasonable out-of-pocket expenses
- 6 **THE** liability of the members is limited
- 7 **EVERY** member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the assets of the Company if it should be wound up while he or she is a member or within one year after he or she ceases to be a member for a payment of the debts and liabilities of the Company contracted before he or she ceases to be a member and of the costs charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves
- 8 **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 but shall be given or transferred to some other charitable trust association society corporation or institution or to more than one such charitable trust association society corporation or institution having objects similar to the objects of the Company and which prohibits or 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 such recipient or recipients to be determined by the members of the Company at or before the time of dissolution or in default thereof then to some other charitable object