

COMPANIES ACT 2014

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COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

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**CONSTITUTION**

-of-

**NORE RIVER CATCHMENT TRUST (THE NORE VISION)**

**MEMORANDUM OF ASSOCIATION**

1. **Name**

The name of the Company is **NORE RIVER CATCHMENT TRUST (THE NORE VISION)** company limited by guarantee.

2. **Company type**

The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.

3. **Main Object**

The main object for which the Company is established (the “Main Object”) is:

To work towards the conservation, protection, rehabilitation and improvement of the catchment which comprises the Nore river, its tributaries and their land catchment in the Counties of Laois, Tipperary, Carlow and Kilkenny.

This will be done through collaboration with stakeholders, structured community involvement and, as appropriate, adherence to and implementation of applicable local, national and international policies and programmes for sustainability climate change, biodiversity and social wellbeing.

It will include the natural, cultural and built heritage of the catchment particularly that associated with the rivers.

The Company will support the advancement of environmental protection, recreation opportunities, enterprise support or other improvement for the benefit of the general public and particularly those who reside within the catchment area.

#### 4. **Supporting Objects**

As objects incidental and ancillary to the attainment of the Main Object, the Company shall have the following supporting objects:

To be a catalyst and leader to achieve long-term collaboration required between State, Statutory, Local Authorities, voluntary and community organisations, landowners, farmers and individuals to ensure that there is one collaborative strategy and plan in place and successfully implemented on an on-going basis to balance & optimise the environmental, recreational and enterprise-support of the Nore River Catchment.

To advance the education of the public, or any association, institution, voluntary organisation, company, local authority, administrative or governmental agency or public body or representative body in: -

- (a) The understanding of rivers, river corridors and river catchments, including their fauna, flora, biodiversity, economic or social activity, and river catchment management.
- (b) The need for, and benefits of, conservation, protection, rehabilitation and improvement of aquatic environments.

#### 5. **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 Object and which powers may only be exercised in promoting the Main Object. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:

- 5.1 To solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, gift, contribution or fund, including by means of payroll giving or other similar arrangements, and including (but so as not to restrict the generality of the foregoing) the holding of lotteries in accordance with the law for the purpose of promoting the Main Object, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund.
- 5.2 To undertake, accept, execute and administer, without remuneration, any charitable trusts.
- 5.3 To establish and support or aid in the establishment and support of any charitable association or institution, trust or fund, and to subscribe or guarantee money for any charitable purpose which the Company shall consider calculated to promote its Main Object.
- 5.4 To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.
- 5.5 To make application on behalf of the Company to any authority, whether

governmental, local, philanthropic or otherwise, for financial funding of any kind.

- 5.6 To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object.
- 5.7 Subject to clause 6, to employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Object.
- 5.8 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.
- 5.9 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, patents, copyrights, licences, rights and privileges or any estate or interest whatsoever and any rights, privileges and easements over or in respect of any property which may be considered necessary for the purposes of the Company and to develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences and by planting, paving, draining, farming, cultivating, letting or building leases or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- 5.10 To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of all or any part of the property of the Company with a view to the promotion, protection or encouragement of its Main Object and to vary investments
- 5.11 To co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Object.
- 5.12 To borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company, present or future, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- 5.13 To invest and deal with monies and property of the Company not immediately

required in such manner as will most effectively provide funds for the advancement and promotion of the purposes aforesaid and this power shall include power from time to time to vary any investments made thereunder.

- 5.14 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.
- 5.15 To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principal amounts and interest of any person, firm or company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company.
- 5.16 To draw, accept, make, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 5.17 To insure the property of the Company against any foreseeable risk in its full value and take out other insurance policies to protect the Company when required.
- 5.18 To insure any or all of the Directors, Secretary or other officer against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided he or she acted in good faith and in the performance of his or her functions as charity trustee (as defined in the Charities Act, 2009) or officer.
- 5.19 To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
- 5.20 To adopt such means of making known the products and/or services of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and via the internet and by granting prizes, rewards and donations.

- 5.21 To maintain, improve or provide public amenities including recreational facilities, childcare, public health, home, welfare and youth facilities generally.
- 5.22 To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Main Object and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- 5.23 To enter into a partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, company, society, trust or other partnership 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 Company and which prohibits the distribution of income and assets to at least as great a degree as the Company by virtue of Clause 6 hereof and to guarantee the contracts of, 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 such person, company society, trust or other partnership, and to sell, hold, reissue with or without guarantee or otherwise deal with same.
- 5.24 To procure the registration or incorporation of the Company in or under the laws of any place outside Ireland.
- 5.25 To pay all expenses of and incidental to the incorporation and establishment of the Company.
- 5.26 To carry on alone or in conjunction with others any other trade of business which may in the opinion of the Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company in pursuance of the Main Object.
- 5.27 To found, subsidise, and assist any charitable funds, associations or institutions calculated to promote or assist the Main Object.
- 5.28 To establish and maintain links with international and national organisations having similar objectives.
- 5.29 To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Object.
- 5.30 To do all or any of the things and matters aforesaid in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

**PROVIDED THAT:**

(a) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;

(b) nothing hereinbefore contained shall be construed as including in the purposes for which the Company has been established any purposes which are not charitable according to law.

6. **Income and Property**

The income and property of the Company shall be applied solely towards the promotion of Main Object 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. **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.

8. **Winding Up**

If upon the winding up or dissolution of the Company 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 given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the Company. 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 imposed on the Company 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.

9. **Limited Liability**

The liability of the members is limited.

10. **Undertaking to Contribute**

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

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

## ARTICLES OF ASSOCIATION

### PRELIMINARY

1. In these Articles, unless there is something in the subject or context inconsistent herewith:

The “**Act**” means the Companies Act, 2014.

The "**Company**" means the above-named Company.

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

The "**Secretary**" means any person appointed to perform the duties of the Secretary of the Company.

The "**Seal**" means the Common Seal of the Company.

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

### MEMBERS

2. (a) Each signatory of these Articles of Association shall be a member of the Company until the date of their resignation or other cessation as a member  
  
(b) Each Director referred to at Article 43 and 44 below shall be deemed to be a member of the company from the date of the first Board meeting following his or her appointment to the date of the first Board meeting following his or her resignation as a Director or the date of the first Board meeting following the cessation of his or her term of office as a Director.

### RIGHTS OF MEMBERS

3. Membership of the Company is not transferable and shall cease:-
  - (a) If the member dies;
  - (b) If the member resigns by written notice to the Secretary unless after the resignation, there would be less than three member;



- (c) If a member becomes bankrupt or insolvent or compounds with his creditors;
- (d) If a member becomes of unsound mind;
- (e) If a member is convicted of an indictable offence (other than an offence under the Road Traffic Acts);
- (f) If any subscription due from the Member to the Company is not paid in full within 6 months of it falling due, and the Directors resolve that the Member be removed from membership;
- (g) If the Member is disqualified, or prohibited or restricted from being a Member or his membership terminates arising from any requirement or provision of any law adopted or commenced after these Articles are adopted;
- (h) If a Member of the Company whose membership is based on the requirements of Article 2 (b) above ceases to be a Director in accordance with Article 43 or 44 below and below or if a Member of the Company whose membership is based on the requirements of Article 2 (c) above ceases to be a Director in accordance with Article 47 below.

#### **GENERAL MEETINGS**

- 4. The Company shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Directors and shall specify the meeting as such in the notices calling it provided that every annual general meeting except the first shall be held not more than fifteen months after the holding of the last preceding annual general meeting and that so long as the Company holds its first annual general meeting within eighteen months of the date of incorporation, it need not hold it in the year of its incorporation.
- 5. All general meetings other than annual general meetings shall be known as extraordinary general meetings. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring, the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors.

No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, three Members present in person shall be a quorum or 40 per cent of the total membership at the time (rounded down the nearest whole number) whichever is the greater, entitled to vote upon the business to be transacted shall constitute a quorum.

- 6. Directors may, whenever they think fit, convene an extraordinary general meeting.

7. If, at any time, there are not sufficient directors capable of acting to form a quorum, any Director of the Company or any member of it may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
8. The Directors of the Company shall, on the requisition of one or more members holding, or together holding, at the date of the deposit of the requisition, not less than 10% of the total voting rights of all the members having, at the date of the deposit, the right to vote at general meetings of the Company, forthwith proceed duly to convene an extraordinary general meeting of the Company.
9. The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.
10. If the Directors do not within 21 days after the date of the deposit of the requisition proceed duly to convene a meeting to be held within 2 months after that date (the "requisition date"), the requisitionists, or any of them representing more than 50% of the total voting rights of all of them, may themselves convene a meeting but any meeting so convened shall not be held after the expiration of 3 months after the requisition date.
11. Any reasonable expenses incurred by the requisitionists by reason of the failure of directors duly to convene a meeting shall be repaid to the requisitionists by the company and any sum so repaid shall be retained by the company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the Directors as were in default.
12. For the purposes of Articles 10 to 13, the Directors shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened a meeting if they do not give such notice of it as is required by Section 181 of the Act.
13. A meeting convened under Articles 10 or 12 shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by directors.
14. The chairperson of the board of directors shall preside as chairperson at every general meeting of the Company, or if there is no such chairperson, or if he or she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the directors present shall elect one of their number to be chairperson of the meeting.
15. If at any meeting no director is willing to act as chairperson or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairperson of the meeting.
16. The chairperson may, with the consent of any meeting at which a quorum is present and

shall if so directed by the meeting, adjourn the meeting from time to time and from place to place. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

17. Unless a poll is demanded in accordance with Article 38, at any general meeting:
  - (a) a resolution put to the vote of the meeting shall be decided on a show of hands; and
  - (b) a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
18. Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
19. Subject to section 193 of the Act (as modified by section 1208 of the Act) a resolution in writing signed by all the members of the Company for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed 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. Any such resolution in writing may consist of several documents in like form each signed by one or more members. It shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and, where the resolution states a date as being the date of his or her signature thereof by any member, this statement shall be prima facie evidence that it was signed by him or her on that date.

#### **NOTICE OF GENERAL MEETINGS**

20. A meeting of the Company, other than an adjourned meeting, shall be called:
  - (a) in the case of the annual general meeting or an extraordinary general meeting for the passing of a special resolution, by not less than 21 days' notice;
  - (b) in the case of any other extraordinary general meeting, by not less than 7 days' notice.
21. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 20, be deemed to have been duly called if it is so agreed by:

- (a) all the members entitled to attend and vote at the meeting; and
  - (b) unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption, the statutory auditors of the Company.
22. Where notice of a meeting is given by posting it by ordinary prepaid post to the registered address of a member or electronically, then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.
23. In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.
24. The notice of a meeting shall specify:
- (a) the place, date and time of the meeting;
  - (b) the general nature of the business to be transacted at the meeting;
  - (c) in the case of a proposed special resolution, the text or substance of that proposed special resolution; and
  - (d) with reasonable prominence a statement that:
    - (i) a member entitled to attend and vote is entitled to appoint a proxy using the form set out in Section 184 of the Act or, where that is allowed, one or more proxies, to attend, speak and vote instead of him or her;
    - (ii) a proxy need not be a member;
    - (iii) the time by which the proxy must be received at the Company's registered office or some other place within the State as is specified in the statement for that purpose.
25. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.
26. A meeting of the Company may consist of a conference between some or all of the Members who are not all in one place but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and
- (a) A Member taking part in such a conference shall be deemed to be present in

person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and

- (b) Such a meeting shall be deemed to take place -
  - i. where the largest group of those participating in the conference is assembled;
  - ii. if there is no such group, where the Chairperson of the meeting then is;
  - iii. if neither sub-paragraph (i) or (ii) applies, in such location as the meeting itself decides.

### **VOTES OF MEMBERS**

- 27. Where a matter is being decided (whether on a show of hands or on a poll), every member present in person and every proxy shall have one vote, but so that no individual member shall have more than one vote.
- 28. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.
- 29. Votes may be given either personally or by proxy. Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

### **PROXIES**

- 30. A member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his or her proxy to attend and vote instead of him or her. A proxy so appointed shall have the same right as the member to speak at the meeting and to vote on a show of hands and on a poll.
- 31. The instrument appointing a proxy (the “**Instrument of Proxy**”) shall be in writing –
  - (a) under the hand of the appointer or of his or her attorney duly authorised in writing; or
  - (b) if the appointer is a body corporate, either under seal of the body corporate or under the hand of an officer or attorney of it duly authorised in writing.
- 32. The Instrument of Proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company or at such other place within the State as is specified for that purpose in the notice convening the meeting, and shall be deposited not later than the following time:-
  - (a) 48 hours before the time for holding the meeting or adjourned meeting at which

the person named in the instrument proposes to vote; or

- (b) in the case of a poll, 48 hours before the time appointed for the taking of the poll.
- 33. The depositing of the Instrument of Proxy may, rather than its being effected by sending or delivering the instrument, be effected by communicating the instrument to the Company by electronic means (as defined in section 2 of the Act) and this Article likewise applies to the depositing of anything else referred to in the preceding Article.
- 34. An instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit –

[Name of Company] (the “**Company**”)

[Name of member] (the “**Member**”) of [Address of Member] being a member of the Company hereby appoint/s [name and address of proxy] or failing him or her [name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows:-

Voting instructions to proxy

(Choice to be marked with an “X”)

Number or description of resolution:	In Favour	Abstain	Against
1.			
2.			
3.			

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

Signature of Member.....

Dated [date] .....

**VOTING ON A POLL**

- 35. At a meeting, a poll may be demanded in relation to a matter (whether before or on the declaration of the result of the show of hands in relation to it).
- 36. A demand for a poll may be made by:

- (a) the chairperson of the meeting;
  - (b) at least three members present in person or by proxy;
  - (c) any member or members present in person or by proxy and representing not less than 10% of the total voting rights of all the members of the Company concerned having the right to vote at the meeting.
37. A demand for such a poll may be withdrawn by the person or persons who have made the demand. Subject to Article 38, if a poll is demanded it shall be taken in such manner as the chairperson of the meeting directs, and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded.
38. A poll demanded with regard to the election of a chairperson or on a question of adjournment shall be taken forthwith.
39. A poll demanded on any other question shall be taken at such time as the chairperson of the meeting directs, and any business other than that on which a poll is demanded may be proceeded with pending the taking of the poll.
40. The instrument appointing a proxy to vote at a meeting of the Company shall be deemed also to confer authority to demand or join in demanding a poll, and for the purposes of Articles 37 and 38, a demand by a person as proxy for a member shall be the same as a demand by the member.
41. On a poll taken at a meeting of the Company or a meeting of any class of members of the Company, a member, whether present in person or by proxy, entitled to more than one vote need not, if he or she votes:-
- (a) use all his or her votes; or
  - (b) cast all the votes he or she uses in the same way.

## **DIRECTORS**

42. The number of the Directors shall be not less than 8 and unless and until determined by the Company in general meeting, not more than 15
43. (a) The Board of Directors shall be constituted as follows:
- i. One nominee each of the Chief Executives of Kilkenny Leader Partnership, Laois Partnership Company and one nominee shared between the Chief Executive of South Tipperary Local Development Company and Chief Executive of North Tipperary Local Development Company
  - ii. Three nominees of the “Friends of the Nore River Group” who shall be

nominated in accordance with procedures to be adopted by the Board from time to time.

- (b) The Board shall also co-opt as members three persons from the statutory sector in the area served by the Company and who are identified and agreed by the Board and in accordance with procedures to be adopted by the Board from time to time

The Board shall make every effort to co-opt such members by a date not later than the second meeting of the Board following the creation of a vacancy in any of the said co-opted positions.

The term of office of those co-opted under this section shall be three years. Directors may be co-opted for more than one term provided that no person serves more than three consecutive terms.

- (c) Nominations in accordance with Article 43 (1), (ii) and (iii) shall take effect at the end of the AGM in the year of nomination. The Secretary of the Company shall contact each nominating organisation in writing and request their nomination a minimum of 28 days prior to the date of the AGM in each year that such a nomination is required.

- (d) In the event of a sufficient number of nominations not being received in accordance with Article 43 (a), (b) above, the Directors shall co-opt onto the Board a person or persons to fill the said position or positions. In appointing such a person or persons the Board shall have regard to the skills and knowledge required by the Board and which the person or persons referred to in Article 43 ((i) or (ii) above were expected to provide. Any person appointed under this sub-Article shall have the same powers and duties as if they had been appointed in accordance with Article 25(a & b) above.

Prior to making any such appointment the Board shall write to the person or body which has failed to nominate a person or persons as Director, to indicate its intention to appoint another person to the Board of Directors instead within 21 days and request the said person or body to indicate any reasons why such an appointment should not be made.

- (e) In the event of the functions of any organisation referred to at 43(a)(i) or 43(a)(ii) above being transferred to another office or organisation the right of nomination shall also be deemed to be so transferred unless such right is amended or revoked by the amendment of these Articles of Association at a duly convened General Meeting of the Company.
- (f) A nominating body or person may at any time, by writing to the Company Secretary, withdraw their nominee from the Board of Directors and substitute an alternative nominee if they so wish.

44. (a) Subject to satisfying the requirements of Article 43 above, the Board may also co-opt up to three additional individuals to be Directors of the Company. Such co-opted Directors shall have the same rights and duties as the nominated and other co-opted Directors.

- (b) In considering who to co-opt, the Board shall have regard to the following –



- I. Specific skill needs of the Board
  - II. The extent to which specific areas or sectors are not already represented on the Board
  - III. The objective of achieving gender balance on the Board
- (c) The term of office of any Board member so co-opted shall be one year. The same member may continue to be co-opted by the Board from year to year at its discretion provided that no such director shall serve for more than six consecutive years.
45. No person who is employed by the Company may become a Director.

#### **NO ALTERNATE DIRECTORS**

46. A Director may not appoint an alternate director.

#### **TRANSITIONAL ARRANGEMENTS**

47. Notwithstanding any other Article of this Constitution the following transitional arrangements shall apply in respect of the appointment of Directors and the Chairperson of the Board.
- (a) Any person who is a Director on the date of the AGM following the coming into effect of this constitution, shall remain in office subject to 47(c) and 47(d) below.
  - (b) The Chairperson on the date of the AGM following the coming into effect of this constitution shall remain as Chairperson for a period of three years from that date.
  - (c) On the date of the third AGM following the coming into effect of this Constitution one half of the Directors who were in office on that date or the next lowest whole number closest to one half shall step down from office. Those to step down shall be those who have served longest on the Board and where there is equality between Directors as to their length of service those to step down shall be as agreed amongst those Directors or failing agreement shall be as decided by lot.
  - (f) On the date of the fourth AGM following the coming into effect of this Constitution the remainder of the Directors who were Directors on the date of the coming into effect of this Constitution shall step down from office.
  - (g) A Chairperson whose term of office has not expired shall not be included in those due to step down in accordance with Articles 43 and 44 above.
  - (h) As Directors step down from office, they shall be replaced by new Directors appointed in accordance with the requirements of Sections 43 and 44 above. The Article to be used in respect of the replacement of any individual Director shall be as determined by the remaining Directors provided that it reflects as closely as possible the interests represented by the Director who is stepping down.
  - (i) Nothing in this Article shall prevent Directors being appointed in accordance with Articles 43 and 44 above during this transition period provided the maximum number of Directors as set out in Article 42 above is not exceeded.
  - (j) Nothing in this Constitution shall prevent a person stepping down in accordance with the requirements of this Article from being re-appointed as a Director under Article 43 provided that such appointment would not result in their serving more than three

consecutive terms in office or under Article 44 provided such appointment would not result in their serving more than six consecutive years in office.

48. No remuneration shall be payable under any circumstances to any of the Directors in respect of his services as Director, or on any Committee appointed under Article 69 below. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.
49. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and of these Articles and to such directions, not being inconsistent with the aforesaid provisions, as the Company in general meeting may (by special resolution) give. No such direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.
50. Without prejudice to Section 40 of the Act, the Directors may delegate any of their powers to such person or persons as they think fit, including committees; any such committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.
51. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
52. The Company shall cause minutes to be entered in books kept for the purpose:-
  - (a) of all appointments of officers made by the Directors;
  - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
  - (c) of all resolutions and proceedings at all meetings of the Company and, of the Directors and of committees of the Directors.

### **POWERS OF ATTORNEY**

53. The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.

### **DISQUALIFICATION OF DIRECTORS**

54. In addition to the circumstances set out in section 148(2) of the Act, the office of Director shall be vacated if a Director ceases to be qualified for the position of charity trustee under section 55 of the Charities Act, 2009.

Without prejudice to the generality of the foregoing, a Director shall cease to be a Director if the Director: -

- (a) Is adjudged bankrupt or makes any arrangement or composition with that Director's creditors generally.
  - (b) In the written opinion given to the Company of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a Director and may remain so for more than three months or otherwise becomes of unsound mind or is found to be a lunatic.
  - (c) Ceases to be a Director by virtue of any provision of the Act or is prohibited by law from becoming a Director or by reason of any order made under the Act.
  - (d) Resigns by notice in writing to the Company, but only if at least two Directors will remain in office when the notice of resignation is to take effect.
  - (e) Is sentenced to a term of imprisonment following conviction of an indictable offence.
  - (f) Is removed from office of Director before the expiration of his period of office pursuant to section 146 of the Act.
  - (g) Without the consent of the Company in general meeting, holds any other office or place of profit under the Company beyond the extent permitted by these Articles.
  - (h) Is directly or indirectly interested in any contract with the Company and fails to declare the nature of his/her interest in the manner required by the Act.
55. (a) A Director shall be deemed to have resigned from the Board where he misses three consecutive Board meetings unless the Board determines otherwise. Prior to coming to a determination on such matter with regard to a nominated Director of the Board, the Company shall contact in writing the nominating organisation of the Director involved and shall request that their opinion on the matter be submitted to the Board within 21 days and in all cases shall contact the Director in writing, advise him of the Board's intention to deem him to have resigned from the Board and state that any reasons as to why such a decision should not be made should be submitted to the Board within 21 days.
- (b) The Director shall be deemed to have resigned from the Board unless, when the said periods of 21 days have elapsed the Board, having considered any of the submissions referred to in this Article, determines otherwise.
56. The Company may from time to time by ordinary resolution increase or reduce the number of Directors and the manner of their appointment.
57. The Company may by ordinary resolution of which extended notice has been given in accordance with section 146 of the Act remove any Director before the expiration of his period of office, notwithstanding anything in these articles or in any agreement between the Company and such director. Such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service

between him and the Company.

58. The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 57. A person appointed in place of a Director so removed shall be subject to retirement at the same time as if he had become Director on the day on which the Director in whose place he is appointed was last elected a Director.
59. The Directors may at any time appoint any person to be a Director of the Company, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors of the Company shall not at any time exceed the number, if any, provided for in these Articles. Any Director so appointed shall hold office only until the next Annual General Meeting following their appointment and shall then be eligible for re-appointment provided that such appointment would not result in their total term of office exceeding three consecutive terms if appointed in accordance with Article 43 (iii) or six years if appointed in accordance with Article 44.

### **PROCEEDINGS OF DIRECTORS**

60. The Directors 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 second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who, being resident in the State, is for the time being absent from the State.
61. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be four (4).
62. The Directors shall, as soon as may be after the adoption of this Constitution, have prepared and adopt a Conflict of Interest and Conflict of Loyalty policy which shall apply to all Directors in their role as Directors of the Company.
63. The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Act as the necessary quorum of Directors, the continuing Directors or director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
64. If at any meeting the Chairperson is not present within 15 minutes after the time appointed for holding it, the Directors present may choose one of their number to be chairperson of the meeting.
65. All acts done by any meeting of the Directors or by any person acting as a member of the Directors or any 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 any of the Directors was disqualified, be as valid as if every such person

had been duly appointed.

66. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution in writing may consist of several documents in the like form, each signed by one or more of the Directors and for all purposes shall take effect from the time when it was signed by the last director.
67. A meeting of the Directors or of a committee established by the Directors may consist of a conference between some or all of the Directors or, as the case may be, members of the committee who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and –
  - (a) a Director or member of the committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and
  - (b) such a meeting shall be deemed to take place –
    - i. where the largest group of those participating in the conference is assembled;
    - ii. if there is no such group, where the chairperson of the meeting then is;
    - iii. if neither sub-paragraph (i) or (ii) applies, in such location as the meeting itself decides.

## COMMITTEES

68. Without prejudice to Section 40 of the Act, the Board may, from time to time, appoint such committees as it may consider necessary or expedient for the purpose of carrying out specific tasks and such committees shall conduct their business in accordance with terms of reference, rules and procedures that shall be determined by the Board prior to the first meeting of the committee. The Board shall appoint one of its members as Chairperson of each such committee and he/she shall submit a written progress report on the work of the said committee at each meeting of the Board unless otherwise directed by the Board.
69. With the exception of the Executive Committee, committees may co-opt members of the community considered suitable for the particular task being undertaken by the committee subject to ratification by the Board.
70. Without prejudice to the generality of Article 44 above, the Board may appoint an Executive Committee to progress business that it is necessary to progress between meetings of Board. The Executive Committee shall include the Chairperson, Vice-Chairperson and such other members as the Board deems appropriate. Such Executive Committee shall carry out its business in accordance with rules and procedures that

shall be determined by the Board.

### **THE FRIENDS OF THE NORE CATCHMENT TRUST**

71. The Directors shall establish an unincorporated association which shall be called The Friends of the Nore River Trust and which shall be composed of persons and organisations relevant to the activities of the company and for the purpose of facilitating engagement between the company and its stakeholders.
72. Any association so established shall have no decision-making power and shall operate exclusively as a means of engagement between the company and its stakeholders. The association may make recommendations to the Directors if so requested, which recommendations the Directors may accept or reject as they see fit at the Directors' absolute discretion.
73. The criteria for membership of the association and the mechanisms for participating in it shall be as determined by the Board from time to time.
74. Without prejudice to the generality of the foregoing, the Directors shall be entitled from time to time to determine any Annual Subscriptions to be payable by any Member of the Friends of the Nore River Trust, the terms and conditions under which such subscription is to be paid and the consequence of non-payment.

### **SECRETARY**

75. The Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
76. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

### **SEAL**

77. The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be
  - (a) signed by a Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them; and
  - (b) be countersigned by the Secretary or by a second Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them.

## **ACCOUNTS**

78. The Directors shall cause adequate accounting records to be kept. Adequate accounting records shall be deemed to have been maintained if they comply with Section 282(1) to 282(3) of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.
79. The accounting records shall be kept at the registered office or, subject to Section 283 of the Act, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the officers of the Company and by other persons entitled pursuant to the Act.
80. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the financial statements and accounting records of the Company or any of them shall be open to the inspection of its members not being Directors. No member (not being a Director) shall have any right of inspecting any financial statement or accounting record of the Company except as conferred by statute, this Constitution or authorised by the Directors or by the Company in general meeting.
81. The Directors shall in accordance with the Act cause to be prepared and to be laid before the annual general meeting of the Company the statutory financial statements of the Company, the Directors' report in relation to it and the statutory auditor's report on those financial statements and Directors' report as are required by the Act to be prepared and laid before the annual general meeting of the Company.
82. A copy of the statutory financial statements of the Company, the Directors' report in relation to it and that statutory auditor's report on those financial statements and Directors' report shall, not less than twenty one days before the date of the annual general meeting, be sent to every person entitled under Section 338(1) of the Act to receive them.

## **AUDIT**

83. Auditors shall be appointed and their duties regulated in accordance with Chapters 18 and 19 of Part 6 of the Act.

## **NOTICES**

84. A notice may be given by the Company to any member either personally or by sending it by post or electronic means (as defined in section 2(1) of the Act) to the member at his or her registered address or email address (or, if not so registered, then to the address or email address of the member last known to the Company). Section 218(5) of the Act shall apply.

In addition notice of every general meeting shall be given in the manner hereinbefore authorised to (i) every Director; (ii) the Auditors (iii) Any Patron or President appointed

in accordance with Article 84 below.

### **INDEMNITY**

83. (a) Subject to the Act, every Director, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by that person in defending any proceedings, whether civil or criminal, in relation to that person's acts while acting in such office, in which judgment is given in that person's favour or in which that person is acquitted, or in connection with any application under the Act in which relief is granted to that person by the court.

(b) A Director and officer may benefit from directors' and officers' indemnity insurance cover purchased at the Company's expense in accordance with, and subject to the requirements of applicable law, in order to indemnify the Director and Officer in respect of any liability of the Director or Officer, to pay any damages or other sum to a person in respect of any act done or omitted to be done by the Director or officer in good faith and in the performance of his or her functions as a Director or officer.

### **PATRONS OR PRESIDENT**

84. (a) The Directors may at their discretion appoint any persons to be Patrons or President of the Company and remove any Patron or President on such terms as they shall think fit.

(b) A Patron or President shall have the right to attend and speak (but not vote) at any General Meeting of the Company and to be given notice of General Meetings as if a Member and shall also have the right to receive Accounts when available to Members.