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**FORM OF CONSTITUTION OF COMPANY LIMITED BY GUARANTEE**

**COMPANIES ACT 2014.**

**Constitution of**

**Cairdeas na bhFidléirí**

**MEMORANDUM OF ASSOCIATION**

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- 1. The name of the Company is Cairdeas na bhFidléirí.**
  - 2. The company is a company limited by guarantee and without having Share Capital, registered under Part 18 of the Companies Act 2014.**
  - 3. The objects for which the Company is established are:**
    - I. To promote the learning, playing and appreciation of the Donegal fiddle tradition and its associated folklore, dance forms, songs as well as the Irish language.**
    - II. To judiciously use the resources of the company to document the Donegal fiddle tradition be it through publications, recordings, digital and IT based media etc.**
    - III. To pursue the activities of the company in a not-for-profit manner and in doing so to obtain Charitable Status for the company within the tax code system.**
    - IV. To hold, sell, let or otherwise deal with any of the real and property, assets or undertakings of the Company or any part thereof for such consideration as the Company may think fit.**
    - V. To pay all costs, charges and expenses incurred or sustained in or about the promotion, and establishment of the Company or which the company shall consider to be preliminary thereto and to pay out of the funds of the Company all brokerage and charges incidental thereto.**

- VI. To invest and deal with the monies of the Company not immediately required in such manner as from time to time may be determined and to open and operate such bank accounts and to negotiate borrowings as necessary.
- VII. To enter into any arrangement with any government or local or other authority that may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights, privileges, grants and concessions which the Company may think desirable to obtain and to carry out and to exercise and comply with the same.

The word "company" in all such clauses is used in solely and specifically in reference to this Company.

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

Nothing herein shall prevent the payment in good faith of:

- Reasonable and proper remuneration to any member, officer or servant of the company in return for services actually rendered to the company, or
  - Interest at a rate not exceeding two (2) percent per annum on money lent by any member to the company, or
  - Reasonable and proper rent for premises demised or let by any member to the company. However, no member of the Company's Board of Directors, Council of Management, or Executive Committee, by whatever title called, shall be appointed to any salaried office of the company or to any office of the company paid by fees. No remuneration or other benefit in money or money's worth shall be given by the company to any member of such Board, Council or Committee, other than:
    - The repayment of out-of-pocket expenses, or
    - Interest at the rate aforesaid on money lent to the company, or
    - Reasonable and proper rent for premises demised or let to the company, or
    - A payment to the company of which a member of the Board, Council or Committee may be a member holding not more than one percent of the capital of that company, such member not to be bound to account for any share of profits he may receive in respect of such payment.
5. No amendments of any kind shall be made to the provisions of clauses 4 and 8 of the memorandum of association and no amendments shall be made to the memorandum and articles of association to such extent that they would alter the effect of clauses 4 and 8 of the memorandum of association, such that there would be non-compliance with the requirements of section 971/1180 and of the Companies Act 2014.
  6. The liability of the Members is limited.
  7. Every Member of the company undertakes to contribute to the assets of the company. If the company is wound up while he or she is a Member or is wound up within one year after the date on which he or she ceases to be a member, for –

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

**8.** If upon winding up or dissolution of the company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the company, but shall be given or transferred to another company whose objects are the promotion of charity and which has main objects similar to the main objects of the company, which other company also meets the requirements of paragraph () section 971(1)/1180(1) of the Companies Act 2014, such company to be determined by the members of this company at or before the time of dissolution, or in default thereof by such Judge of the High Court as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to such provision, then to some charitable object.

**WE, the several persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this Memorandum of Association.**

Names, addresses and description of Subscribers	

**Dated this First day of September, 2018**

**Witness to the above signatures:**

**COMPANIES ACTS, 1963 TO 2014**

**COMPANY LIMITED BY GUARANTEE AND WITHOUT HAVING SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**Cairdeas na bhFidiléirí**

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- 1** The provisions and regulations contained in or incorporated in Part 11 of Table A in the First Schedule to the Companies Acts, 1963 to 2014 (hereinafter referred to as "Table A, Part 11") are adopted and shall apply to the Company, and together with the Regulations hereinafter contained shall constitute the Regulations of the Company save in so far as they are hereby varied or excluded.

**GENERAL MEETINGS**

- 2.** Annual general meetings shall be held in Ireland during the month of August unless in respect of any particular meeting either all the members entitled to attend and vote at such meeting consent in writing to its being held at some other time.
- 3.** An extraordinary general meeting shall be convened upon the requisition of the auditors under the circumstances described in section 186 of the 1990 Act, or upon the requisition in writing of two thirds of the Directors.

**PROCEEDINGS AT GENERAL MEETINGS**

- 4.** Voting is the sole right of Directors. A poll may be demanded by the Chairman or by any Director present in person.

**RESOLUTIONS**

- 5.** Any such resolution may be tabled on the day of the meeting.
- 6.** A proposed resolution shall only be deemed carried upon securing a second.

**DIRECTORS**

- 7.** The number of members which the Company proposes to be registered is three (3).
- 8.** Every Director shall be entitled to receive notices of and attend and speak at all General Meetings. The payment of distributions to Directors is prohibited.

9. A “term” for all Directors is defined as five years from the date of their attendance at their first Annual General Meeting. Directors shall not serve more than one term. Following the completion of one term a Director is required to permanently retire.
10. Any Director may in writing appoint any person who is approved by the majority of the Directors, to be his alternate to act in his place at any meeting of the Directors at which he is unable to be present. Every such alternate shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director when the person appointing him is not personally present, and where he is a Director to have a separate vote on behalf of the Director he is representing in addition to his own vote. A Director may at any time in writing revoke the appointment of an alternate appointed by him. Every such alternate shall be an officer of the Company and shall not be entitled to be an agent of the Director appointing him. The remuneration of such an alternate shall be payable out of the remuneration payable to the Director appointing him, and the proportion thereof shall be agreed between them. An alternate need not hold any share qualification.
11. A resolution in writing signed by all of the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid and effective for all purposes as a resolution of the Directors as if it had been passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form each signed by one or more of the Directors. For the purpose of this Article, the signature of an alternate Director shall suffice in lieu of the signature of the Director appointing such person.
12. The quorum necessary for the transaction of the business of the Directors shall be two Directors present in person or by alternate, but so that, except as hereinafter provided, not less than two individuals shall be present. Provided that any Director (or his alternate) may participate in a meeting of the Directors by means of telephonic or other similar communication whereby all persons participating in the meeting can hear each other speak; and participation in a meeting in this manner shall be deemed to constitute presence in person (or as the case may be, by alternate) at such meeting.
13. (i) The meetings and proceedings of any committee formed by the Directors shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors so far as the same are applicable and are not superseded by any regulations imposed upon such committee by the Directors.  
  
(ii) When forming a committee, the Directors may authorise, or may authorise such committee to authorise, any person who is not a Director to attend all or any meetings of any such committee on such terms as the Directors (or as the case may be such committee) shall think fit, but any person so authorised shall not be entitled to vote at such meetings
14. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting unless not less than 3 nor more than 21 days before the day appointed for the meeting there shall have been left at the office notice in writing signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election and also notice in writing signed by that person of his willingness to be elected.

15. The company may from time to time by ordinary resolution increase or reduce the number of Directors and may also determine in what rotation the increased or reduced number is to go out of office.
16. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these regulations. Any Director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.
17. The company may, by ordinary resolution, of which extended notice has been given in accordance with section 142 of the Act, remove any Director before the expiration of his period of office notwithstanding anything in these regulations 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.
18. The company may, by ordinary resolution, appoint another person in place of a Director removed from office and without prejudice to the powers of the Directors the company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

#### ROTATION OF DIRECTORS

19. At the first Annual General Meeting of the company all the Directors shall retire from office, and at the Annual General Meeting in every subsequent year, one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third shall retire from office.
20. The Directors to retire in every year shall be those who have been longest in office since their last election but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.
21. A retiring Director shall be eligible for re-election.
22. The company, at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office, or unless a resolution for the re-election of such Director has been put to the meeting and lost.

## **COMMITTEES**

23. Directors shall establish a Working Committee (hereafter referred to as “The Working Committee”) whose members shall not be Directors. The Working Committee shall be comprised of between two and no more than five members.
24. Members and Chairman of The Working Committee shall be appointed by the Directors.
25. The Working Committee will prepare the Annual Programme of Events of the company as well as preparing the operational budget for such programme for proposal to the Directors.
26. The Annual Programme of Events shall be presented in writing to the Directors ten working days prior to the date of the Annual General meeting.
27. Applications for funds to any funding or income source will be presented in writing to the Directors five days in advance of the application deadline for such funds.

## **DISQUALIFICATION OF DIRECTORS**

28. The office of Director shall be vacated and deemed disqualified should the Director:
  - I. ceases to be a Director by virtue of section 180 of the Act; or
  - II. is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
  - III.
  - IV. becomes prohibited from being a Director by reason of any order made under section 184 of the Act; or
  - V. becomes of unsound mind; or
  - VI. resigns his office by notice in writing to the company; or
  - VII. is convicted of an indictable offence unless the Directors otherwise determine; or
  - VIII. is for more than six (6) months absent without permission of the Directors from meetings of the Directors held during that period

## **INDEMNITY**

29. Every Director, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 391 of the Act in which relief is granted to him by the court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 200 of the Act.

**DISSOLUTION**

- 30. Upon dissolution of the Company and following the settlement of any outstanding creditors the Directors shall select such a company having similar status and having similar objects for the distribution of the remaining assets of the Company.**

<b>Names, addresses and description of Subscribers</b>	

**Dated this First day of September, 2018**

**Witness to the above signatures:**