

# COMPANIES ACT 2014

## COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

### CONSTITUTION OF CHAMBER CHOIR IRELAND COMPANY LIMITED BY GUARANTEE

#### MEMORANDUM OF ASSOCIATION

1. The name of the Company is **CHAMBER CHOIR IRELAND COMPANY LIMITED BY GUARANTEE**.
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
3. The main object for which the Company is established is;
  - (a) To promote the advancement of choral singers, choral singing, choral composition and any related cultural matter as the Company may from time to time think fit.

**The following objects set out hereafter are exclusively subsidiary and ancillary to the main object set out above and these objects are to be used for the attainment of that main object and any income generated therefrom is to be applied for the main object only.**

- (b) To perform or organise the performance of choral chamber music for recording, for live entertainment, for broadcast on radio and/or television, for live streaming, on-demand and other digital or internet based technologies and for cinematograph film soundtrack.
- (c) To organise and promote the development of music education programmes generally and without derogating from the generality of the foregoing, in particular for the benefit of the physically or socially disadvantaged.

- (d) To employ persons to perform, compose, write or adapt music, choral works, songs, dances, radio and television productions, sketches, plays and films.
- (e) To enter into agreements with authors, composers, performers and conductors or other persons for the presentation of films, radio and television productions and broadcasts, musical compositions, choral works, plays and other dramatic and musical entertainments.
- (f) To carry on the business or businesses of music printers, copyists, engravers, lithographers, publishers, arrangers, booksellers, bookbinders, publishers' remaindermen, scenic artists, art decorators, contractors for the supply of scenery and the erection and fitting up of temporary or permanent stages, theatres or halls.
- (g) To carry on the business or businesses of producers and presenters of and dealers in choral works, plays, revues, opera, -ballet, pantomimes, pageants, musical and dramatic works and amusements and entertainments of all kinds in connection with the theatre, cinema, variety stage, music halls, radio, television, and other means of transmitting sound or pictorial effects, and to enter into any arrangements for the management, conduct, control and carrying on of any such business or businesses, and for the supply of plays, opera and ballet works, arrangements, dances, ensembles, scripts librettos, music, choral works, artistes, performers, musicians, materials and all other things connected therewith.
- (h) To carry on any business involving the manufacturing, marketing, sale, distribution, use, or exploitation of every form of pictorial and sound recording and programme and pre-programme recordings, and apparatus for making the same, and to participate in such manner as the company shall deem appropriate in the development and use for commercial purposes of television and radio broadcasting.
- (i) To acquire and dispose of copyrights, rights of presentation, licenses and any other rights or interest in any book, paper, pamphlet, drama, play, pamphlet, drama, play, poem, song, composition (musical or otherwise), picture, drawing, work of art or photograph, and to print, publish or cause to be printed or published anything of which the company has a copyright or right to print or publish, and to sell, distribute and deal with any matter so printed or published in such manner as the company may think fit, and to grant licenses or rights in respect of any property of the company to any other person, firm or company.

- (j) To hold and promote competitions of any description authorised by law, which may be calculated to further the objects of the company or to advertise or promote the sale of any publication issued by it or in which it is interested; and to give prizes in connection with such competitions or otherwise, consisting of cash, scholarships or other terminable payments, shares or other choses in action, gifts in kind, or any other description of bonus or reward, or any rights, privileges or advantages which it is in the power of the company to confer.
- (k) To furnish and provide the Company's property with such furniture, implements, machinery and conveniences as the Company may think desirable.
- (l) To raise funds and help raise funds for any charitable purpose.
- (m) To subscribe to and promote the aims and objects of any society or societies formed for a similar purpose.
- (n) To invest and deal with the money of the company not immediately required in such manner as may from time to time be thought fit.
- (o) To provide on such terms as the company may deem expedient all or any of the management, secretarial, advertising, publicity, accountancy, personal and social facilities and services required or used in connection with their professional engagements by performers and others engaged in musical, theatrical, film, radio, television entertainment.

**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:**

- (1) To carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above objects or any of them or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests.
- (2) To make, draw, accept, endorse, issue, discount, or otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.

(3) To acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or interest, whether immediately or reversionary, and whether vested or contingent; any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances and to hold and farm and work or manage or to sell, let, alienate, mortgage, lease or charge land, house property, shops, flats, maisonettes, reversions, interests, annuities, life policies and any other property real or personal, movable or immovable, either absolutely or conditionally and either subject to or not to any mortgage, charge, ground rent or other rents or encumbrances and to pay for any lands, tenements, hereditaments or assets acquired by the Company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner.

(4) 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 principle 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) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above.

(6) To purchase or otherwise acquire and carry on the whole or any part of the business, property, goodwill and assets of any company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the Company, or possessed of property suitable for the purposes of the Company, and as part of the consideration for any of the acts or things aforesaid or property acquired to undertake all or any of the liabilities of such company or to acquire an interest therein, amalgamate with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition or for mutual assistance with any such company and to give, issue or accept cash or any shares, debentures or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received.

(7) To promote any company for the purpose of acquiring all or any of the property or liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of or render more profitable any property, assets or business of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

(8) To accumulate capital for any of the purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally.

(9) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's objects or any of them, and to obtain from any such government, authority or company, any charters, contracts, decrees, rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions.

(10) To raise or borrow money, and to secure the payment of money by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charge upon, or by mortgage, charge, hypothecation, lien or ledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, and generally in such other manner and on such terms as may seem expedient, and to issue any of the Company's securities, for such consideration and on such terms as may be thought fit, including the power to pay interest on any money so raised or borrowed; and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem or pay off any such securities.

(11) To create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the Company, or for depreciation of works or stock, or any other purpose of the Company.

(12) 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.

(13) 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.

(14) To promote freedom of contract and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, union, association or party and to contribute to the funds thereof, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company or any other trade or business or providing or safeguarding against the same, or resisting or opposing any strike movement or organisation which may be thought detrimental to the interest of the Company or its employees and to subscribe to any association or fund for any such purposes.

(15) To procure the Company to be registered or recognised in any foreign country, colony, dependency or place.

(16) To pay all or any expenses of, incidental to or incurred in connection with the formation and incorporation of the Company and the raising of its loan capital, or to contract with any person or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any debentures or securities of the Company.

(17) 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.

(18) To undertake, accept, execute and administer, without remuneration, any charitable trusts.

(19) 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.

(20) To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.

(21) To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.

(22) To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object.

(23) Subject to clause 7, to employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Object.

(24) 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.

(25) To insure any or all of the Directors 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).

(26) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone or in partnership or conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's business by any person or company.

(27) To do all such other lawful things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that in the construction of this Clause, the word "company", except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa and the intention is that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be in nowise restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while they are a member or within one year after the date on which they cease to be a member, for payment of the debts and liabilities of the Company contracted before they ceased to be a member and the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One Euro.

6. **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 the Income and Property Clause 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.

7. **INCOME AND PROPERTY**

7.1 The income and property of the Company shall be applied solely towards the promotion of Main Object(s) 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.

7.2 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).

8. 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.

**KEEPING OF ACCOUNTS**

9. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

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 DESCRIPTIONS OF SUBSCRIBERS**

KARINA LUNDSTROM,  
86, ARD NA MARA,  
MALAHIDE,  
CO. DUBLIN  
ADMINISTRATOR

FRANK CASEY,  
148, THE GEORGIAN VILLAGE,

CASTLEKNOCK,  
DUBLIN 15  
COMPANY DIRECTOR

GERARD KEENAN,  
FRONT BASEMENT,  
14, APPIAN WAY,  
DUBLIN 6.  
COMPANY DIRECTOR

JOHN CARROLL,  
144, GAYBROOK LAWNS,  
MALAHIDE,  
CO. DUBLIN  
REGISTRAR

DAVID BYER  
425, BEERSBRIDGE ROAD  
BLOOMFIELD  
BELFAST BT5 5DU,  
NORTHERN IRELAND  
SENIOR PRODUCER

COLIN MAWBY,  
GARLOW.CROSS,  
NAVAN,  
CO. MEATH  
MUSICIAN

SEAMUS CRIMMINS,  
15, ST. ALBANS ROAD,  
DUBLIN 8  
RADIO PRODUCER



## ARTICLES OF ASSOCIATION

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

"**the Act**" means the Companies Act 2014

"**the Directors**" means the Directors for the time being of the Company and includes any person occupying the position of Director by whatever name called 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;

"**the office**" means the registered office for the time being of the Company.

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

Words importing the masculine gender only, shall include the feminine gender.

Words importing persons shall include corporations.

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

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

### MEMBERS

2. The number of members with which the Company proposes to be registered is 7 but the Directors may from time to time register an increase of members.

3. The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be members of the Company.
4. The rights and liabilities attaching to any Members of the Company may be varied from time to time by a Special Resolution of the Company.

#### **PATRONS**

5. (1) The Directors may from time to time appoint a person or persons to be "Patron" of the Company.  
  
(2) The role of Patron is an honorary one and Patrons shall not take part in the management of the Company.  
  
(3) Patrons may be invited to attend general meetings and to speak at such meetings. They shall not however be Members of the Company and they may not vote or exercise any of the other rights of membership.  
  
(3) A Patron may resign by notice in writing to the Directors and the office shall be vacated if the Patron is removed by a resolution of the Directors.

#### **GENERAL MEETINGS**

6. All general meetings of the Company shall be held in the State.
7. (1) Subject to paragraph (2), the Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meetings as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next.  
  
(2) So long as the Company holds its first Annual General Meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Subject to Article 6, the Annual General Meeting shall be held at such time and at such place in the State as the Directors shall appoint.
8. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
9. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened on such requisition or in default may be

convened by such requisitionists as provided by Section 178 of the Act. If at any time there are not sufficient Directors capable of acting to form a quorum any Director or any member of the Company 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.

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

10. Subject to Sections 181 and 191 of the Act an Annual General Meeting and a meeting called for by passing of a special resolution shall be called by 21 days' notice in writing at the least by electronic mail to the last known electronic mail address of a member and such method of service of notice shall be deemed good service for all purposes, and a meeting of the Company (other than an Annual General Meeting or a meeting for the passing of a special resolution) shall be called by 14 days' notice in writing at the least (by electronic mail). The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of meeting and in the case of special business and general nature of that business, and shall be given in manner hereinafter mentioned to such persons as are under the Articles of the Company entitled to receive notices from the Company.
11. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 10, 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.
12. The accidental omission to give notice of a meeting to or the non-receipt of notices of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

13. 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 reappointment of the retiring Auditors, and the fixing of the remuneration of the Auditors.

14. 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.
15. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
16. The Chairman, if any, of the Board of Directors shall preside as Chairman at every general meeting of the Company, or if there is no such chairman, or if the Chairman 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 Chairman of the meeting.
17. If at any meeting no Director is willing to act as Chairman 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 Chairman of the meeting.
18. The Chairman 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, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at 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. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
19. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-
  - (a) By the Chairman, or
  - (b) By at least three members present in person or by proxy, or
  - (c) By any member or members present in person and representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the Chairman 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 proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

20. Except as provided in Article 22 if a poll is duly demanded it shall be taken in such a manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
21. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairman 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.
22. A poll demanded on the election of a Chairman, or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
23. Subject to Section 193 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.
24. Every member shall have one vote.
25. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee receiver, guardian, or other person appointed by that Court, or by his registered attorney, and any such committee, receiver, guardian, attorney or other person may vote by proxy on a show of hands or on a poll.
26. No member shall be entitled to vote at any general meeting unless all money's immediately payable by him to the Company have been paid.
27. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the voter 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 Chairman of the meeting whose decision shall be final and conclusive.

28. Votes may be given either personally or by proxy.
29. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.
30. The instrument appointing a 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 office or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
31. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:-

**CHAMBER CHOIR IRELAND LIMITED**

[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] .....

32. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
33. A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

**BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS**

34. Any body corporate which is a member of the Company may by resolution of its directors or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member of the Company.

**DIRECTORS**

35. The number of Directors shall not be less than three (3).

**RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP**

36. (a) A member of any class may by notice in writing to the Secretary of the Company resign his membership of the Company.
- (b) Membership of the Company shall automatically cease on any member's death.
- (c) If any member shall refuse or wilfully neglect to comply with any provision of this Constitution or shall have been guilty of such conduct as in the opinion of the Directors either shall have rendered them unfit to remain a member of the Company or shall be injurious to the Company or if the Directors shall for any other good reason require that a member shall be expelled such member may by a Resolution of the Directors be expelled from membership provided that they shall have been given notice of the intended

resolution for his expulsion and shall have been afforded an opportunity of giving orally or in writing to the Directors any explanation or defence as he may think fit.

- (d) The Directors of the Company for the time being shall be members of the Company also.
- (e) Once a Board member vacates from office, his membership is and shall be cancelled automatically one year after the date of which he ceases to be a member of the Board of Directors.

Notice under this Article shall be deemed to have been served if it is sent by post in accordance with the provisions set out in Article 75 of these Articles whether or not it is actually received by the member intended to be served with such notice.

### **BORROWING POWERS**

- 37. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

### **POWERS AND DUTIES OF DIRECTORS**

- 38. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by the Act or Articles required to be exercised by the Company in general meeting subject nevertheless to the provision of the Act and these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting, but no 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.
- 39. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the- attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors and under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may

also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

40. 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.

41. The Directors shall cause minutes to be made in books provided 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 the Directors and of committees of Directors.

42. **DISQUALIFICATION OF DIRECTORS**

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.

**VOTING ON CONTRACTS**

43. A Director may not vote in respect of any contract in which they are interested or any matter arising thereout.

**ROTATION OF DIRECTORS**

44. 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.

45. The Directors to retire in every year shall be those who have been longest in office since the last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.

46. A retiring Director shall be eligible for re-election.
47. 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.
48. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for re-election to the office of Director at any general meeting unless, not less than three nor more than 21 days before the date appointed for the meeting, there has been left at the office notice in writing, signed by a Director duly qualified to attend and vote at the meeting for which notice is given, of his intention to propose such a person for election, and also notice in writing signed by that person of his willingness to be elected.
49. 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.
50. Each Director shall hold office for an initial period of three years and, upon their application and with approval of the remainder of the Board by simple majority, they may hold office for a further period of three years (hereafter referred to as the "additional period"). Where the Directors deem it to be in the best interest of the Company, they may by simple majority extend the term of office of the Chairman for such additional period as they deem appropriate after the conclusion of the Chairman's additional period of service as a Director, up to a maximum of nine years from the Chairman's date of appointment as a Director.
51. 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 Articles. Any Director so appointed shall hold office only until the next Annual General Meeting, and shall then be eligible for reelection, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.
52. The Directors shall have power to appoint any person to be an ex officio Director by virtue of that person's holding some other position, office, title, designation or similar status within any organisation specified by the Directors from time to time. The term of office of an ex officio Director shall coincide with that Director's respective term of office in the specified position entitling him/her to serve as a Director. Upon an ex officio Director's resignation or removal

from that position, their term of office as a Director shall immediately cease and their successor in office shall, subject to the approval of the remaining Directors, become an ex officio Director of the Company, occupying the place of the former Director.

53. The Company may by ordinary resolution of which extended notice is 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.
54. The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 53. Without prejudice to the powers of the Directors under Article 451 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 they had become a Director on the day on which the Director in whose place they are appointed was last elected a Director.

#### **PROCEEDINGS OF DIRECTORS**

55. 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. Where there is an equality of votes, the Chairman shall have a second or casting vote.
56. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of Directors. Notice must be given to each Director but need not be in writing. Formal notice will not be required if the date of the meeting has been agreed in advance by the Directors. The period of Notice will be seven days unless the matter is urgent. Decisions taken by Directors at a meeting convened on less than seven days' notice shall be ratified by the Directors at the next meeting for which appropriate notice has been given.
57. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be two.
58. Any Director may participate in a meeting of the Directors or any committee of the Directors by means of conference telephone or other telecommunications equipment by means of which all persons participating in the meeting can hear each other speak and such participation in a meeting shall constitute presence in person at the meeting.

59. 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 Articles of the Company 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.
60. The Directors may elect a Chairman of their meetings and determine the period for which they are to hold office, but, if no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
61. The Directors may delegate any of their powers to committees consisting of such member or members of the Board and such other persons as they think fit; any committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.
62. A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.
63. A committee may meet and adjourn as it thinks proper. Questions arising at any meetings shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairman shall have a second or casting vote.
64. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
65. 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.

#### **SECRETARY**

66. The Secretary shall be appointed by the Directors for such term and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

67. 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.

#### **THE SEAL**

68. 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 signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Director for that purpose.

#### **ACCOUNTS**

69. 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.
70. The books of account shall be kept at the 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 Directors.
71. 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 accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document except as conferred by statute or authorised by the Directors or by the Company in general meeting.
72. The Directors shall from time to time in accordance with the Act cause to be prepared and to be laid before the Annual General Meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by those Sections to be prepared and laid before the Annual General Meeting of the Company.
73. 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**

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

#### **NOTICES**

75. 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.

76. Notice of every general meeting shall be given in any manner hereinbefore authorized to:-

- (a) every member
- (b) every person being a personal representative or the Official Assignee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
- (c) the Auditor for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.

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

KARINA LUNDSTROM, 86, ARD NA MARA, MALAHIDE, CO. DUBLIN ADMINISTRATOR	DUBLIN 15 COMPANY DIRECTOR
FRANK CASEY, 148, THE GEORGIAN VILLAGE, CASTLEKNOCK,	GERARD KEENAN, FRONT BASEMENT, 14, APPIAN WAY, DUBLIN 6. COMPANY DIRECTOR

NORTHERN IRELAND  
SENIOR PRODUCER

JOHN CARROLL,  
144, GAYBROOK LAWNS,  
MALAHIDE,  
CO. DUBLIN  
REGISTRAR

COLIN MAWBY,  
GARLOW.CROSS,  
NAVAN,  
CO. MEATH  
MUSICIAN

DAVID BYERS  
425, BEERSBRIDGE ROAD  
BLOOMFIELD  
BELFAST BT5 5DU,

SEAMUS CRIMMINS,  
15, ST. ALBANS ROAD,  
DUBLIN 8  
RADIO PRODUCER