

**COMPANIES ACT 2014**  
**COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**  
**CONSTITUTION**  
**OF**  
**SCOUTING IRELAND SERVICES**  
**MEMORANDUM OF ASSOCIATION**

1. **Name**

The name of the company (the “**Company**”) is Scouting Ireland Services.

2. **Company type**

The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014 (the “**Act**”).

3. **Main Object**

The main object for which the Company is established is for the purpose of benefit to the community to encourage, and to support Scout Groups in encouraging, the social, physical, intellectual, character, emotional and spiritual development of young people so that those young people may achieve their full potential and, as responsible citizens, improve society.

4. **Subsidiary Objects**

As objects incidental and ancillary to the attainment of the Main Object, the Company shall have as subsidiary objects to promote:

- (a) Promise and law - the commitment to a code of living based on the values of the Scout movement;
- (b) Personal progression – a scheme to support the development of knowledge, skills and attitudes in all areas and to provide recognition for individual and group achievements;
- (c) Learning by doing – an approach that prioritises learning by practice, first-hand experience, and from both successes and mistakes;
- (d) Small Group System – progressive, democratic and self-governing groups, usually of 6-8 young people, being the basic organisational structure of Scouting;
- (e) Symbolic Framework - providing a setting for Scouting that stimulates the imagination through symbols, themes and stories;
- (f) Nature and Outdoors - the natural environment is the primary setting for Scouting offering unique opportunities for the development of the young person.

- (g) Young People and Adults Working Together - a partnership model in which young people are supported to become increasingly self-governing and independent.
- (h) Service and Commitment - recognising the importance of contributing to society by caring for others and the world around us.

## 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:

- (a) to undertake any activities as will assist it in achieving its aim in encouraging the development of young people and promoting the development of young people to others;
- (b) to purchase, take on, lease or in exchange, hire or otherwise acquire any real, leasehold or personal estate which may appear convenient;
- (c) to construct, maintain, manage and alter any halls, campsites, buildings, equipment or installations;
- (d) to receive donations, contributions, grants, subscriptions and bequests, to accept any gift of property, whether subject to any special trust or not, for any purpose within the main principal object;
- (e) to enter into any contracts or establish and maintain links or other arrangements with and make submissions to any Governments, State Agencies or Authorities, supreme, municipal, local or otherwise or take such steps by personal or written appeals, public meetings or otherwise as may seem expedient for the purpose of procuring contributions to the funds or property, real or personal, of the Company that may seem conducive to the attainment of the Main Object;
- (f) to print and publish any newspapers, periodicals, books or leaflets and engage in any publicity for the purposes of fostering the objects of the Company;
- (g) to promote, commence or oppose any proceedings or applications as may seem necessary directly or indirectly to advance or prejudice the interests of the Company;
- (h) to sell, lease, mortgage or otherwise deal with all or any part of the property of the Company;
- (i) to borrow and raise money and secure its repayment in any manner and to give guarantees for persons, companies, or other associations or bodies where such is in furtherance of the Main Object;
- (j) 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;

- (k) subject to Clause 6, to employ such personnel as the Company may think desirable or necessary for the furtherance of its Main Object;
- (l) to accept, undertake and execute any trusts or any agency business which may seem conducive to its Main Object;
- (m) to subscribe to any local or other charities, and to grant donations for any public purpose or to enter into any arrangement for co-operation or reciprocal concession with any person, local authority, company, body or association, for the purpose of advancing, directly or indirectly, the Main Object of or any business carried on or intended to be carried on by the Company;
- (n) to establish and support, or to aid in the establishment and support of, any other charitable institution formed to promote its Main Object;
- (o) to amalgamate with any companies, institutions, societies or associations having a main object wholly or in part similar to that of the Company;
- (p) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any body with which the Company is authorised to amalgamate;
- (q) to transfer all or any part of the property, assets, liabilities and engagements of the Company to any body with which the Company is authorised to amalgamate;
- (r) to devise, adopt, amend and suspend such rules and regulations as may be required for the efficient organization of the activities of the Company and its members;
- (s) to do all such other lawful things as are incidental or conducive to the pursuit to the attainment of its Main Object.

**PROVIDED THAT:**

- (i) 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;
- (ii) 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**

- 6.1 The income and property of the Company shall be applied solely towards the promotion of its 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.
- 6.2 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.

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. **Winding Up**

If upon the 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. Instead, such property shall be given or transferred to some other company or companies (being a charitable institution or institutions) having objects similar to the objects of the Company (which objects comply with paragraph (a) of section 1180(1) of the Companies Act 2014) and which shall meet the requirements of paragraph (b) of section 1180(1) of the Companies Act 2014 and shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 6 hereof. The members of the Company shall select the relevant company or companies (being a charitable institution or institutions) to which its property is to be so given or transferred at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then the property shall be given or transferred to some other company or companies (being a charitable institution or institutions) selected by the members of the Company the objects of which are charitable.

## 8. **Additions, alterations or amendments**

No addition, alteration or amendment shall be made to the provisions of the main object clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution for the time being in force:

- (1) unless such amendments have been previously submitted to and approved in writing by the Revenue Commissioners; or
- (2) which would contravene section 1180 of the Companies Act 2014.

## 9. **Limited liability**

The liability of 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.

11. **Keeping of Accounts**

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

**ARTICLES OF ASSOCIATION**  
**OF**  
**SCOUTING IRELAND SERVICES**

(adopted by special resolution passed on ● 2018)

1. The following provisions shall apply:

1.1. In these Articles:-

the “**Act**” means the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force;

the “**Acts**” means the Act, all statutory instruments which are to be read together as one with the Act and every statutory modification and re-enactment thereof for the time being in force;

“**Directors**” means the Directors for the time being of the Company or the Directors present at a meeting of the Board of Directors;

“**Member**” means a Scout Group that has been admitted as a member of the Company, whether:

- a. directly, in the case of a Scout Group that is a company or other body corporate in accordance with Article 8, or
- b. indirectly, in the case of a Scout Group that is an unincorporated association, through the admission of its nominee in accordance with Article 7.

“**Secretary**” means any person appointed to perform the duties of the Company Secretary of the Company;

“**Seal**” means the common seal of the Company;

“**Scout Group**” means a company or an unincorporated body of persons who are organised in accordance and compliance with the Scout Group Charter and which the Directors have determined is eligible to become a Member of the Company, whether directly or indirectly through a nominee, in accordance with Article 6;

“**Scout Group Charter**” means the document approved and designated as such by the Directors in accordance with Article 52.1;

the “**Company**” means the company known as Scouting Ireland Services;

“**Office**” means the registered office for the time being of the Company.

- 1.2. The provisions set out in this Constitution shall constitute the whole of the regulations applicable to the Company and no “optional provisions” as defined by section 1177 of the Act shall apply to the Company.
- 1.3. 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 a visible form.
- 1.4. Unless the contrary intention appears, words or expressions contained in these Articles of Association shall bear the same meaning as in the Acts.

### **MEMBERS**

2. The number of members is 500 and shall be such higher or lower number as may from time to time be registered in accordance with the provisions of these articles of association.
3. The only persons who shall be members of the Company shall be the Scout Groups who are eligible for admission under Article 5 and who have been admitted as Members in accordance with Article 6 and none others. The names of all Members of the Company shall be entered in the Company’s register of members accordingly.
4. The Company shall keep a register of members which shall record the names and addresses (postal and electronic) of all Members and their date of admission to, and termination of, membership.
5. The only persons eligible to be admitted as Members of the Company shall be:
  - 5.1. A company or other body corporate that is a Scout Group; or
  - 5.2. An individual who is the nominee of an unincorporated association that is a Scout Group.

### **ADMISSION OF MEMBERS**

6. A Scout Group that wishes to be admitted as a Member of the Company, whether directly, or indirectly by its nominee, shall apply in accordance with the following provisions:
  - 6.1. the Scout Group must satisfy the Directors that it meets the criteria that the Directors may from time to time prescribe in order to qualify as a Scout Group; and
  - 6.2. the Scout Group’s application shall be made in such form and containing such information as may from time to time be prescribed by the Directors.

Where the Directors have determined that a Scout Group is eligible to become a Member of the Company the Directors may, by resolution, resolve to admit the Scout Group or its nominee as a Member of the Company.

7. The following provisions shall apply to a Scout Group that is an unincorporated association:
  - 7.1. The Scout Group must nominate one individual to be its nominee to represent it in all matters pertaining to membership of the Company. Such a Scout Group can change its nominee in accordance with this Article.

- 7.2. Where the Directors admit such a Scout Group to membership, the individual who is from time to time the notified nominee shall be a Member of the Company and his or her name shall be entered in the Company's register of members.
- 7.3. The Scout Group must notify the identity of its nominee and any changes in its nominee (together with such other information as the Directors may from time to time prescribe) to the Company Secretary by email to such email address as is from time to time designated by the Directors.
- 7.4. The Company shall send all notices and other communications to the Member who is the nominee of an unincorporated Scout Group and shall not be obliged to send such to any other person.
- 7.5. The Directors may from time to time prescribe regulations concerning the relationship a person nominated in accordance with Article 7.1 must have to the Scout Group.
8. The following provisions shall apply to a Scout Group that is a company or other body corporate:
  - 8.1. Such Scout Group's corporate name shall be entered in the Company's register of members as a Member.
  - 8.2. The Company will only engage with the Scout Group's board of directors or other person duly authorised by its board of directors.
  - 8.3. The Scout Group that is a Member shall nominate one individual to whom all notices or other communications, from the Company, to that Member, are to be addressed. A Scout Group which is a Member can change its nominee in accordance with this Article.
  - 8.4. The Scout Group which is a Member must notify the identity of its nominee and any changes in its nominee (together with such other information as the Directors may from time to time prescribe) to the Company Secretary, by email, to such email address as is from time to time designated by the Directors.
  - 8.5. The Company shall send all notices and other communications to the nominee of a Member and shall not be obliged to send such to any other person.

#### **MEMBERSHIP: VOTING AND OTHER RIGHTS OF MEMBERS**

9. Each Member shall be entitled to receive notice of and to attend and vote at general meetings of the Company.
10. Each Member shall have up to five (5) votes at a general meeting of the Company.

#### **MEMBERSHIP: TERMINATION**

11. Membership shall automatically terminate upon the occurrence of any of the following events, namely where:
  - 11.1. the Directors determine that it no longer meets the criteria to qualify it as a Scout Group referred to in Article 6.1 or
  - 11.2. in the case of Member that is a company or other body corporate, it has a liquidator appointed to it or it is dissolved, whether following its strike off or otherwise; or
  - 11.3. in the case of a Member who is the nominee of a Scout Group that is an unincorporated association, the unincorporated association is wound up or it is dissolved; or



- 11.4. the Member resigns by notice in writing to the Company; or
- 11.5. the Member, being an individual nominated by an unincorporated association, dies; or
- 11.6. in the case of a Member who is the nominee of a Scout Group that is an unincorporated association, he or she is replaced by the unincorporated association in accordance with Article 7.1; or
- 11.7. in the case of the original subscribers and such other persons who are members at the date of the adoption of these articles of association but who are not eligible for admission as Members under Article 6, upon the passing of a resolution of the Directors, terminating their membership.

#### **GENERAL MEETINGS OF THE COMPANY**

12. All general meetings of the Company may be held inside or outside of the State and where held outside of the State shall be held in accordance with section 176 of the Act.
13. 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. The Annual General Meeting shall be held at such time and at such place as the Directors shall appoint.
14. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
15. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and may also cancel an Extraordinary General Meeting that they have convened. An Extraordinary General Meeting shall also be convened on such requisition or in default may be convened by Members, together having 10% of the voting rights in the Company, as provided by section 178(3) to (7) of the Act, as modified in its application to a company limited by guarantee by section 1203 of the Act. If at any time there are not within the State sufficient Directors capable of acting to form a quorum any Director or any two Members 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.

#### **MOTIONS FOR DISCUSSION AT GENERAL MEETINGS**

16. Subject to the provisions of these articles of association and the Act, Members may submit motions for discussion at the Annual General Meeting ("AGM") of the Company in accordance with the following provisions:
  - 16.1. At the first meeting of the Directors following the adoption of these articles of association and thereafter at the first such meeting following the AGM, the Directors shall set the date for the following year's AGM and cause this to be communicated to the Members.
  - 16.2. Not later than twelve (12) weeks before the date of the AGM in each year, Members wishing to propose motions for discussion at the AGM must submit them to the Company at the email address specified in the communication referred to in Article 16.1 or such other address as may be advised.
  - 16.3. All proposed motions shall be considered by the Motions Committee who shall decide, in its absolute discretion, whether or not to allow a motion go forward to the AGM for discussion and the Motions Committee may amend a proposed motion in any way in which it sees fit, again, in its absolute discretion.

- 16.4. The Motions Committee shall provide the Directors with a list of all motions that the Motions Committee are allowing go forward for discussion at the AGM as soon as possible but not later than six (6) weeks before the date of the AGM.
- 16.5. No motion may be proposed for discussion at an AGM that has not been approved by the Motions Committee in accordance with this Article.
- 16.6. No motion shall be put to an AGM, the effect of which is to amend the memorandum or articles of association of the Company unless it has been proposed as a special resolution in accordance with these articles of association and the Act.

### **NOTICE OF GENERAL MEETINGS**

17. Subject to the Act, any general meeting, including the AGM shall be called by 21 days' notice in writing at the least. 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 the general nature of that business, and shall be given in manner hereinafter mentioned to such persons as are under these articles of association entitled to receive notices from the Company.
18. The notice of a general meeting shall specify:
  - 18.1. The place, date and the time of the meeting;
  - 18.2. The general nature of the business to be transacted;
  - 18.3. The text of all motions to be discussed at the meeting;
  - 18.4. In the case of a proposed special resolution, the text or substance of that proposed special resolution; and
  - 18.5. With reasonable prominence, a statement that:
    - a. a Member entitled to attend and vote is entitled to appoint up to five delegates to attend and vote as its representatives; and
    - b. the time by which the notice of nomination of delegates 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.
19. 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 the notice shall not invalidate the proceedings at that meeting.
20. The following business shall be deemed special:
  - 20.1. all business that is transacted at an extraordinary general meeting; and
  - 20.2. all business that is transacted at an annual general meeting, with the exception of the consideration of the statutory financial statements and the reports of the Directors and the statutory auditors, the review by the Members of the Company's affairs, the election of a Chief Scout (when necessary), the election of Directors in place of those retiring, the reappointment of the retiring statutory auditors and the fixing of the remuneration of the statutory auditors.

## **QUORUM AT GENERAL MEETINGS**

21. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as hereinafter provided a quorum shall be 50 Members (present in person by at least one delegate) at a general meeting of the Company. If within half an hour from the time appointed for the general meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and 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.

## **THE CHIEF SCOUT**

22. There shall be an office of Chief Scout. The sole duties, role and powers of the Chief Scout shall be to:
- 22.1. represent the Company at ceremonial and other public events when requested to do so whether generally or specifically by the Directors;
  - 22.2. chair meetings of the Members of the Company in general meeting; and
  - 22.3. chair the Motions Committee established under Article 66.
23. The following provisions shall apply to the election of the Chief Scout:
- 23.1. At the 2021 Annual General Meeting and at every subsequent third Annual General Meeting (“AGM”), the Members shall elect a Chief Scout for a three-year term.
  - 23.2. To be eligible to run for election as Chief Scout a person:
    - a. must have been nominated by not less than ten (10) Members;
    - b. must consent to act as Chief Scout, if elected;
    - c. must not have held the office of Chief Scout for longer than 6 years; and
    - d. must have successfully completed an officers’ pre-appointment induction course arranged by the Company.
  - 23.3. Valid nominations for the election of the Chief Scout must be received by the Company at the postal or email address specified by the Directors for this purposes not later than fourteen (14) weeks before the date of an AGM at which a Chief Scout is to be elected.
  - 23.4. A nomination shall be valid when it is in the form approved by the Directors containing the information evidencing eligibility as may from time to time be specified by the Directors.
  - 23.5. Where there is only one valid nomination, the person nominated shall be deemed to have been elected as the Chief Scout.
  - 23.6. Where there is more than one valid nomination, the election of the Chief Scout shall be conducted by ballot. The Company shall prepare a ballot paper consisting of the names of

all persons validly nominated for election as Chief Scout, in alphabetical order (referred to in this Article 23 as the “Candidates”).

- 23.7. The ballot paper shall be sent to all Members not later than ten (10) weeks before the date of the AGM. The ballot paper may be sent by post or electronically and in either case may, at the discretion of the Directors, specify the means by which it is to be returned to the Company.
- 23.8. The Chief Scout shall be elected from the Candidates by proportional representation by means of the single transferable vote conducted in accordance with the Regulations that are from time to time prescribed by the Directors.
- 23.9. Members must return their ballot papers to the address specified therein not later than two (2) weeks before the AGM.
- 23.10. The Company shall arrange for the counting of the votes cast under the supervision of the Company's statutory auditors.
- 23.11. The results shall be announced formally at the AGM provided that the Company shall notify the successful Candidate in advance.
- 23.12. The term of office of the Chief Scout shall run from the AGM at which his or her election is announced until the third next following AGM.
- 23.13. A Chief Scout may resign or may be removed at any time by means of a special resolution passed at a general meeting of the Company. Where a Chief Scout resigns or is removed, the Directors may appoint someone to fill the casual vacancy in the office of Chief Scout and any such person so appointed shall cease to be Chief Scout at the AGM next following his or her appointment, provided that any such person shall be eligible for nomination for election in accordance with this article.

#### **THE CHAIRPERSON OF GENERAL MEETINGS**

24. The following provisions shall apply:

- 24.1. The Chief Scout for the time being of the Company shall preside as chairperson at any general meeting, but if such Chief Scout is not present then the Chairperson of the board of directors shall preside as chairperson of the meeting. If neither the Chief Scout nor the Chairperson of the board of directors are present then the Directors present shall choose one of their number to preside as chairperson at the meeting. In the event of a tie, the chairperson of the meeting shall be chosen by lot.
- 24.2. The chairperson of a general meeting may with the consent of any general 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 from which the adjournment took place. It shall not be necessary to give any notice of any adjournment or of the business to be transacted at an adjourned meeting.

#### **VOTING AT GENERAL MEETINGS BY MEMBERS' DELEGATES**

25. The following provisions shall apply to attendance and voting at general meetings by Members:

- 25.1. Each Member may nominate up to five (5) delegates each of whom who are entitled to attend general meetings of the Company to represent that Member (where the member is a body corporate) or that Member's nominating Scout Group, where the Member is a

- nominee of a Scout Group that is an unincorporated association and to vote at such general meetings.
- 25.2. Each Member must notify the Company Secretary (by email to an address prescribed by the Directors for that purpose) of the names and addresses of its delegates to the general meeting of the Council. Such notification shall be received by the Company Secretary not less than seven days before the meeting is due to take place.
  - 25.3. No delegate shall be entitled to represent more than one Member.
  - 25.4. Each of the delegates notified by a Member shall be entitled to vote on its behalf at the general meeting of the Company in respect of which they have been appointed as delegates and each delegate shall be provided with a voting paper and, or in the alternative, a voting card upon their registration at the general meeting.
  - 25.5. For the avoidance of doubt, the five (5) votes to which each Member is entitled need not be cast in the same way.
  - 25.6. Where a Member nominates less than five (5) delegates, the delegate or delegates who are nominated by that Member shall be entitled to one (1) vote each and no more.
  - 25.7. The Company shall not be required to enquire as to how delegates are instructed to vote by their nominating Member.
  - 25.8. The Directors may prescribe procedures that must be followed by Members concerning the various notifications set out herein.
26. 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 chairperson of the meeting, or
  - b. by at least three (3) Members present through their delegates, or
  - c. by any Member or Members present through their delegates representing not less than one-tenth of the total voting rights of all Members having the right to vote at the meeting.
27. Unless a poll is so demanded, a declaration by the chairperson of the meeting 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.
28. Except as provided in Article 30 if a poll is duly demanded it shall be taken in such a manner as the chairperson of the meeting directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
29. 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 casting vote.
30. A poll demanded on the election of a chairperson 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 chairperson 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.

## **DIRECTORS**

31. The maximum number of Directors shall be thirteen (13), ten (10) of which shall be elected by the Members in accordance with Articles 37 to 41 and three (3) of whom may be co-opted by the Directors in accordance with Article 42.
32. Directors are not permitted to appoint alternates.

### **RETIREMENT BY ROTATION: TRANSITIONAL ARRANGEMENTS**

33. Subject to Article 34, all of the existing Directors of the Company shall retire at midnight on the 31<sup>st</sup> October 2018.
34. For the avoidance of doubt, the ten (10) persons elected in accordance with Article 249 of the former articles of association, whose appointments are expressed to take effect on the 1<sup>st</sup> November 2018, shall not be considered to be existing Directors for the purposes of Article 33.

### **RETIREMENT BY ROTATION**

35. At the Annual General Meeting to be held in 2020 and at each subsequent Annual General Meeting, one-third of the Directors (other than any Directors co-opted under Article 42) or if the number of Directors is uneven, then the lower number nearest one-third, shall retire by rotation. The Directors to retire shall be those who have been the longest in office 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. The retiring Directors shall be eligible for re-election provided that no person shall serve longer than six (6) years as a Director of the Company.

## **VACANCIES**

36. The vacancies created by the operation of Articles 35 and 43 (the "Vacancies") shall be filled in accordance with the procedures set out in Articles 37 to 41.

### **ELIGIBILITY, NOMINATION AND ELECTION OF DIRECTORS**

37. The following provisions apply to the eligibility and nomination of persons for election as Director:
  - 37.1. Each Member shall be entitled to nominate an eligible person for election as Director;
  - 37.2. To be eligible to run for election as a Director a person:
    - a. must have been nominated by at least one Member;
    - b. must not have held office as Director of the Company for longer than 6 years;
    - c. must consent to act as a Director, if elected;
    - d. must not hold office as the Chief Scout, and
    - e. must have successfully completed an officers' pre-appointment induction course arranged by the Company.

38. Not later than fourteen (14) weeks before the date of the AGM at which Vacancies are to be filled, Members wishing to nominate eligible persons to be elected Directors of the Company must furnish a valid nomination to the Company, at the email address specified by the Directors for this purpose.
39. A nomination shall be valid when it is in the form approved by the Directors containing the information evidencing eligibility as may from time to time be specified by the Directors.
40. Where the number of valid nominations is less than or equal to the number of Vacancies the persons nominated shall be deemed to have been elected as Directors of the Company.
41. Where the number of valid nominations exceeds the number of Vacancies, the Vacancies shall be filled by holding a ballot which shall be conducted in the following manner:
  - 41.1. The Company shall prepare a ballot paper consisting of the names of all persons validly nominated in alphabetical order (the "Candidates").
  - 41.2. The ballot paper shall be sent to all Members not later than ten (10) weeks before the date of the AGM. The ballot paper may be sent by post or electronically and in either case may at the discretion of the Directors specify the means by which it is to be returned to the Company.
  - 41.3. Members entitled to vote shall rank the Candidates in order of their first and subsequent preferences. All first preference Candidates will be assigned a number of votes equal to the total number of Candidates (the "Total Number"), all second preference Candidates will be assigned a number of votes equal to the Total Number minus one (1), all third preference candidates will be assigned a number of votes equal to the Total Number minus two (2) and so on and so forth for all subsequently ranked Candidates so that the number that it subtracted from the Total Number in each case increases by one (1) for each subsequently preferred Candidate to whom a Member assigns a preference ranking.
  - 41.4. Members must return their ballot papers to the address specified therein not later than two (2) weeks before the AGM.
  - 41.5. The Company shall arrange for the counting of the votes cast under the supervision of the Company's statutory auditors.
  - 41.6. The Candidates receiving the highest number of votes shall be deemed to have been elected to fill the Vacancies with effect from the end of the AGM. In the event of a tie between two or more Candidates lots shall be drawn by the Chairperson of the board of Directors to determine which Candidates are to be elected.
  - 41.7. The results shall be announced formally at the annual general meeting provided that the Company shall notify successful Candidates in advance of the holding of the AGM.

#### **CO-OPTION OF DIRECTORS**

42. The Directors may co-opt up to three (3) persons to act as Directors for up to three years on such terms and conditions as the Directors may determine and who shall be eligible for re-appointment on the expiry of their term. No eligibility requirements apply to the co-option of such persons as Directors save that the Chief Scout may not be co-opted as a Director and no person shall serve longer than six (6) years as a Director of the Company.

#### **CASUAL VACANCIES**

43. The Directors shall have power at any time and from time to time to appoint any person to be a Director to fill a casual vacancy in the ten (10) Directors elected by the Members so that the total number of Directors shall not at any time exceed the number fixed in accordance with Article 31. Any director co-opted in accordance with this Article 43 shall retire at the next annual general meeting of the Company.

#### **VACATION OF OFFICE BY DIRECTORS**

44. The office of Director shall be vacated ipso facto if he or she:
- 44.1. resigns by writing under his or her hand left at the Office;
  - 44.2. retires in accordance with Articles 33, 35 or 43;
  - 44.3. being a Director co-opted in accordance with Article 42, his or her term of appointment comes to an end under their contract of appointment;
  - 44.4. becomes an employee of the Company, a paid consultant or adviser to the Company or provides for profit any other services to the Company;
  - 44.5. is adjudicated insolvent or bankrupt or makes any arrangement or compromise with his or her creditors or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction;
  - 44.6. becomes or is deemed to be the subject of a disqualification order within the meaning of Part 14 of the Act;
  - 44.7. becomes subject to a declaration of restriction under section 819 of the Act;
  - 44.8. can no longer be reasonably regarded as possessing adequate decision-making capacity by reason of his or her health;
  - 44.9. is convicted of an indictable offence unless the other Directors otherwise determine;
  - 44.10. is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in the manner required by section 231 of the Act; or
  - 44.11. is removed by an ordinary resolution passed in general meeting of the Company in accordance with section 146 of the Act.

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

45. 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 these articles of association required to be exercised in general meeting subject nevertheless to the provisions of the Act and these articles of association and to such directions, being not inconsistent with the aforesaid provisions, as may be given by special resolution of 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 has not been given.
46. Without prejudice to section 40 of the Act, the Directors may delegate any of their powers (including any power referred to in this Constitution) to such person or persons as they think fit, including committees; any such person or committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them or it by the Directors.



47. 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 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 or her.
48. 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.
49. The Directors shall cause minutes to be made in books provided for the purpose:-
- 49.1. of all appointments of officers made by the Directors;
  - 49.2. of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
  - 49.3. of all resolutions and proceedings at all meetings of the Company in general meeting, and of the Directors and of committees of Directors.

#### **CHIEF EXECUTIVE OFFICER**

50. The Directors from time to time may appoint any person (not being a director) to the position of Chief Executive Officer (hereinafter "Chief Executive Officer") for such period and on such terms as they think fit and they shall fix, determine and vary his or her duties, powers and functions. The Directors may revoke such an appointment but only by resolution of two-thirds of those Directors present and voting at a meeting of the Directors and such removal shall be without prejudice to any claim such Chief Executive Officer may have for damages for breach of any contract of service between him or her and the Company. A Chief Executive Officer shall not be a member of the Board of Directors or any committee of Directors, he or she shall not attend meetings of Directors except on the invitation of the Board and shall not be entitled to vote at any meetings of Directors.

#### **DIRECTORS' DUTIES**

51. The Directors shall ensure that in performing their duties and responsibilities they shall have regard to best practice and good corporate governance, particularly in relation to financial management and control.
52. Without prejudice to the generality of Article 45:
- 52.1. the Directors shall approve and designate the Scout Group Charter; and
  - 52.2. the Directors shall ensure that the Company adopts and maintains appropriate policies.
53. Nothing in section 228(1)(e) of the Act shall restrict a Director from entering into any commitment which has been approved by the Board of Directors or has been approved pursuant to such authority as may be delegated by the Board of Directors in accordance with these articles of association. It shall be the duty of each Director to obtain the prior approval of the Board, before entering into any commitment permitted by sections 228(1)(e)(ii) and 228(2) of the Act.

54. In addition to the requirements of section 231 of the Act, a Director may not vote in respect of any contract or matter under discussion at a meeting of directors in which he or she is interested and shall not be counted in the quorum for that meeting. Any such Director shall leave the meeting at which the contract or matter is being discussed.

### **PROCEEDINGS AND MEETINGS OF DIRECTORS**

55. The Directors may meet together for the despatch 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. Each director shall have one vote provided that where there is an equality of votes, the Chairperson shall have a second or casting vote. The Company Secretary shall on the requisition of the Chairperson or of any five (5) Directors summon a meeting of 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.
56. All Directors shall receive reasonable notice of any meeting of the Directors but, 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.
57. 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 and any such resolution may consist of several documents in the like form, each signed by one or more Directors.
58. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be seven (7) Directors.
59. A meeting of the Directors or of a committee of 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:
- 59.1. 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
- 59.2. such a meeting shall be deemed to take place:
- a. where the largest group of those participating in the conference is assembled;
  - b. if there is no such group, where the chairperson of the meeting then is; or
  - c. if neither paragraph (a) or (b) applies, in such location as the meeting itself decides; and
- 59.3. at the commencement of the meeting each Director must acknowledge his or her presence and that he or she accepts that the conversation shall be deemed to be a meeting of the Directors and a Director may not cease to take part in the meeting by disconnecting his or her telephone or other means of communication unless he or she has previously obtained the consent of the Chairperson of the meeting, and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he or she has previously obtained the express consent of the Chairperson of the meeting to leave the meeting as aforesaid.

60. 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 these Articles 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.
61. 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.

### **CHAIRPERSON**

62. The Directors shall elect, from their number, a Chairperson at the first meeting of the Directors held following each Annual General Meeting.
63. The Chairperson of the Board shall, if present, preside at every Board meeting but if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the directors present shall choose a director to preside.
64. The duties and responsibilities of the Chairperson shall include, but not be limited to:
  - 64.1. Overseeing the governance and performance of the Company, setting the agenda for meetings and facilitating the effective contribution of other Directors;
  - 64.2. Ensuring that there are in place appropriate strategies to implement the policies of the Company;
  - 64.3. Leading and representing the Board of Directors and ensuring that the Board functions effectively and efficiently.

### **COMMITTEES**

65. The Directors:
  - 65.1. may establish one or more committees (a “committee”) consisting (subject to Article 66) in whole or in part of members of the board of Directors to whom they may delegate any of their powers; and
  - 65.2. shall establish a standing committee to be called the Audit & Risk Committee having such terms of reference as the Directors thinks appropriate

and all committees so formed shall in the exercise of its powers of delegation, conform to their terms of reference as determined from time to time by the Directors.
66. There shall stand established a Motions Committee which shall be chaired by the Chief Scout and shall also be comprised of two persons appointed by the Board on the nomination of the Chief Scout but may not include a Director of the Company. The sole purpose of the Motions Committee is to adjudicate on motions proposed by Members for discussion at general meetings in accordance with Article 16. The Motions Committee may meet and adjourn as it thinks proper. Its quorum shall be two. Questions arising at any meeting shall be determined by a majority of

votes of the members of the Motions Committee present, and where there is an equality of votes, the Chief Scout shall have a second or casting vote.

67. The Directors may authorise, or may authorise committees established under Article 65 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 the committee think fit, provided that any such person shall not be entitled to vote at meetings of the committee.
68. All acts done by any meeting of any committee or sub-committee, or by any person acting as a member of any committee or sub-committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any member of any committee or sub-committee or person acting as such or that any such member or person was disqualified or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of any committee or subcommittee and had been entitled to vote.
69. The Directors shall appoint a chairperson to every committee it establishes under Article 65. Subject to the terms of reference set by the Directors, a committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of the committee present, and where there is an equality of votes, the chairperson of the committee shall have a second or casting vote.

#### **THE COMMON SEAL**

70. The Company's common seal shall be used only by the authority of the Directors or of a committee authorised by the Directors to exercise such authority and the use of the seal shall be deemed to be authorised for these purposes where the matter or transaction pursuant to which the seal is to be used has been so authorised.
71. Any instrument to which the Company's common seal shall be affixed shall be:
  - 71.1. signed by a Director or by some other person appointed for the purpose by the Directors or by a committee of the Directors; and
  - 71.2. be countersigned by the secretary or by a second Director or by some other person appointed for the purpose by the Directors or by a committee of Directors.

#### **SERVICE OF NOTICE ON MEMBERS**

72. A notice required or authorised to be served on or given to a Member pursuant to a provision of the Act or these articles of association shall, save where the means of serving or giving it specified in Article 72.4 is used, be in writing and may be served on or given to the member in one of the following ways:
  - 72.1. by delivering it to the Member;
  - 72.2. by leaving it at the registered address of the Member;
  - 72.3. by sending it by post in a prepaid letter to the registered address of the Member; or
  - 72.4. by electronic means; and

each of the Members of the Company hereby consents to the use of electronic means in the form of email to serve or give notices in relation to them and further agrees to provide the Company with an email address to which notices may be served or given.

73. Any notice served or given in accordance with Article 72 shall be deemed, in the absence of any agreement to the contrary between the Company (or, as the case may be, the officer of it) and the Member, to have been served or given:
- 73.1. in the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);
  - 73.2. in the case of its being left, at the time that it is left;
  - 73.3. in the case of its being posted (to an address in the State) on any day other than a Friday, Saturday or Sunday, 24 hours after despatch and in the case of its being posted (to such an address):
    - a. on a Friday - 72 hours after despatch; or
    - b. on a Saturday or Sunday - 48 hours after despatch;
  - 73.4. in the case of electronic means being used in relation to it, twelve hours after despatch, but this Article is without prejudice to section 181(3) of the Act.
74. In addition to the means of service of documents set out in section 51 of the Act, a notice or other document may be served on the Company by an officer or member of the Company by email provided, however, that the Directors have designated an email address for that purpose and notified that email address to its members and officers for the express purpose of serving notices on the Company.

#### **SENDING STATUTORY FINANCIAL STATEMENTS TO MEMBERS**

75. Each of the members hereby agree and consent that copies of the documents referred to in section 338(2) of the Act, are to be treated, for the purposes of section 338 of the Act, as sent to a person where:
- 75.1. the Company and that person have agreed to his or her having access to the documents on a website (instead of their being sent to him or her);
  - 75.2. the documents are documents to which that agreement applies; and
  - 75.3. that person is notified, in a manner for the time being agreed for the purpose between the person and the Company, of:
    - a. the publication of the documents on a website,
    - b. the address of that website, and
    - c. the place on that website where the documents may be accessed, and how they may be accessed.
76. Documents treated in accordance with Article 75 as sent to any person are to be treated as sent to him or her not less than 21 days before the date of a meeting if, and only if:

- 76.1. the documents are published on the website throughout a period beginning at least 21 days before the date of the meeting and ending with the conclusion of the meeting; and
  - 76.2. the notification given for the purposes of paragraph (c) of Article 75.3 is given not less than 21 days before the date of the meeting.
77. Any obligation by virtue of section 339(1) or (2) of the Act to furnish a person with a document may be complied with by using electronic communications for sending that document to such address as may for the time being be notified to the Company by that person for that purpose.

### **INDEMNIFICATION AND D&O INSURANCE**

78. Subject to the provisions of and so far as may be permitted by section 235(3) of the Act every Director, secretary and other officer (excluding statutory auditors) of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.
79. The Directors shall have the power to purchase and maintain for any Director or other officer, past or present, of the Company, insurance against such liability as referred to in section 235 of the Act and notwithstanding any other provision of these articles of association, the Directors shall be entitled to vote (and be counted in the quorum) in respect of any resolution concerning the purchase of such insurance.

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

**NAMES, ADDRESSES. AND DEcriptions OF SUSCRIBERS**

Martin Burbridge, Accountant of Westward, Derryvarogue, Donadea, Naas.

Mark O'Callaghan, Solicitor, of 11, The Brambles, Pembroke Wood, Passage West.

Niall Walsh, Accountant of 213 Barton Road East, Dundrum Dublin 16.

Brendan McNicholas, Fire Officer, of 9 Brookwood Road, Artane Dublin 5.

Kiernan Gildea, Civil Servany, of 28 Temple Court, Palatine Square, Dublin 7.

Peter Kehoe, Priest, of The Carmelite Priory, Knocktopher, Co. Kilkenny.

Christy McCann, Building Contractor, of Burrow Road, Portrane, Co. Dublin.

Noel McCartney, Journalist, of 32 Woodview Crescent, Lisburn, Northern Ireland, BT28 ILF.

Julie Malone, Home Maker, of 23 Corrovorrin Grove, Ennis, Co. Clare.

Joe Marken, Community Services Supervisor, of 8 Glen Easton Drive, Lexlip, Co. Kildare.

Michael J Shinnick, Company Director, of Moneen, Glanworth, Co. Cork.

Derrick Watson, National Sales Manager, of Ballymacaw, Dunmore East, Co. Waterford.

Paul Falvey, Clerk of Works, of Forest Park, Brookhill, Glanmire, Co. Cork.

Ann Geraldine Foley, Marketing Executive, of 15 Albert College Drive, Glasnevin, Dublin 9.

Orla McCarthy, Teacher, of 4 Selskar Court, Skeries, Co. Dublin.

John Maher, Student, of 30 Brandon Crescent, Dillons Cross, Cork.

Amanda Merriman, Teacher of 18 Harbour View, Maynooth, Co. Kildare.

Pat Murphy, Company Director, of 33 Blenheim Heights, Waterford, Co. Waterford.

Garrett Flynn, Marketing Manager, of 1 Ardmore Drive, City West, Dublin 24

**Witnessed By:**

Eamonn Lynch  
Chief Executive Officer  
5, Old Rectory Park,  
Taney Road  
Dundrum  
Dublin 14

**Date:** 13/11/04