

COMPANIES ACT 2014
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

CONSTITUTION
OF
AN ÓIGE
(IRISH YOUTH HOSTEL ASSOCIATION)
MEMORANDUM OF ASSOCIATION

1. The name of the Company is “*An Óige (Irish Youth Hostel Association)*”.
2. The Company is a company limited by guarantee, registered under Part 18 of Companies Act 2014.
3. The main object for which the Company is established (“the Main Object”) is to:
 - (a) help all, but especially young people, to a love and appreciation of the countryside, particularly by providing simple hostel accommodation for them on their travels and by promoting and providing a range of outdoor and physical education activities for them;
 - (b) foster an appreciation of the Irish cultural, environmental, natural and historic heritage;
4. As objects incidental and ancillary to the attainment of the Main Object, the Company shall have the following subsidiary objects:
 - (a) co-operate with other organisations for the following purposes :-
 - (i) to preserve the beauties of the countryside; and
 - (ii) to secure and mark rights of way and other footpaths;

- (b) co-operate with kindred associations in other countries; and
 - (c) take any other steps calculated to further such objects.
5. 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 furnish and provide the Company's property with such furniture implements, machinery and conveniences as the Company may think desirable.
 - (b) To provide gardens, greenhouses and grounds for recreation and amusement.
 - (c) To raise funds and help raise funds for any charitable purpose.
 - (d) To carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above main object or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests.
 - (e) To make, draw, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.
 - (f) 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.
 - (g) To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principal amounts and interest of any person, firm or Company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company.

- (h) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the main object(s).
- (i) 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, amalgamated 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 other securities that may be agreed upon, and to hold and retain and sell, mortgage and deal with any shares, debentures or securities so received.
- (j) To promote any company for the purpose of acquiring all or any of the property or liabilities of the Company, or if 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.
- (k) To accumulate capital for any purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally. Prior permission to be obtained from the Revenue Commissioners where it is intended to accumulate funds for a period in excess of two (2) years.
- (l) 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 main object(s), 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.
- (m) 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 charged upon, or by mortgage, charge, hypothecation, lien or pledge 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.

- (n) 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 to advance the main object(s) of the Company.
- (o) 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 occupational 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 occupational 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.
- (p) To promote freedom of contact 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.
- (q) To procure the Company to be registered or recognised in any foreign country, colony, dependency or place.
- (r) 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.
- (s) 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 in partnership or conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's main object by any person or company.
- (t) To do all such other things as may be deemed incidental or conducive to the attainment of the above main object(s).

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.

6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards, for payment of debts and liabilities of the Company contracted before he ceases 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.

WINDING UP

8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other company or companies (being a charitable institution or institutions) having main objects similar to the main objects of the Company. The company or companies (being a charitable institution or institutions) to which the property is to be given or transferred 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 - hereof. Members of the Company shall select the company or companies (being a charitable institution or institutions) at or before the time of dissolution. 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.

INCOME AND PROPERTY

9. 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.

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).

ADDITIONS, ALTERATIONS OR AMENDMENTS

- 10. No amendments of any kind shall be made to the provisions of clauses 6 and 10 of the memorandum of association and no amendments shall be made to the memorandum and articles of association to such extent that they would alter the effect of Clauses 6 and 10 of the memorandum of association, such that there would be non-compliance with the requirements of section 971/1180 and of the Companies Act 2014

KEEPING ACCOUNTS

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

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS
F.E. Hackett, 20 Zion Road, Rathgar. Professor
Colm O'Lochlainn, Beechlawn, Rathgar Road, Dublin. Printer
Ronald H. Brown, 23 Anglesea Street, Dublin. Solicitor
Constantine Peter Curran, 42 Garville Avenue, Rathgar, Dublin. Civil Servant
Chalmers E. F. Trench, Grianblah, Palmerston Park, Dublin. Company Secretary
Thekla J. Beere, 157 Strand Road, Merrion, Dublin. Civil Servant.
Marion A. Lavery, 4 Clanwilliam Place, Dublin. Secretary
Kathleen Breslin, 70 Pembroke Road, Ballsbridge, Dublin. Civil Servant

Dated this 31st day of October 1935

Witness to the above Signatures:-

Peter E. Verdon

Bank Official

121 Anglesea Road

Dublin.

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ARTICLES OF ASSOCIATION
OF
AN ÓIGE
(IRISH YOUTH HOSTEL ASSOCIATION)

PRELIMINARY

The Regulations contained in Table C of the Companies Acts, 1963 to 2006 shall apply to the Company save in so far as they are excluded or varied hereby. Regulations 1 to 3 inclusive, Regulation 8, Regulation 13 to 15 inclusive, Regulation 20, Regulations 22 to 30 inclusive, Regulation 35, Regulations 40 to 49 inclusive, Regulations 51 and 53, Regulation 55 and Regulations 59 and 60 of Table C shall not apply to the Company.

1. In these Articles:-

“the Acts” means the Companies Acts, 1963 to 2014 (as applicable);

“the Association” means An Óige (Irish Youth Hostel Association) the unincorporated association (now dissolved);

“the Board” means the board of the Company; and

“Table C” means Table C of the First Schedule of the Companies Act, 1963 (as amended).

“writing” means all forms of communication including but not limited to electronic means (including email) and information on websites

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.

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

MEMBERSHIP

2. Subject to Articles 5 and 6, membership of the Company shall be constituted by acceptance of the rules of the Company, by the payment of a subscription and the entry of each member's details in the register of members of the Company.
3. The membership and associate subscriptions shall be as fixed from time to time by the Board.
4. The financial year shall be a twelve month period ending on a date to be determined by the Board.
5. The following persons shall be admitted as members of the Company:
 - (a) life members of the Association as at 30 September 2007;
 - (b) persons who were members of the Association in 2006 and 2007 and who have reached the age of 18;
 - (c) associates who have reached the age of 18 and who have paid subscriptions to the Company for a continuous period of at least three years; and
 - (d) those persons admitted to membership by the Board.
6. Any person who fails to renew their subscription and membership of the Company by 31 March of the year immediately succeeding their previous year of membership shall cease to be a member of the Company provided that any person admitted to membership of the Company pursuant to Article 5(a) and/or 5(d) shall not be required to pay or renew a subscription for membership of the Company and the foregoing provisions of Article 2 and this Article 6 shall therefore be qualified accordingly.
7. Subject to Articles 5 and 6, any person who pays a subscription to the Company after 31 March in any year shall be an associate only, with no entitlement to receive notice of, attend, speak or vote at, general meetings of the Company, until and unless they qualify for membership of the Company under Articles 5(c) and 5(d) above.
8. All members of the Association who do not qualify for membership of the Company pursuant to Article 5 shall be associates and shall be subject to the provisions of Article 7.
9. Only members of the Company shall be entitled to notice of, and be entitled to attend, speak and vote at, general meetings of the Company.

ANNUAL GENERAL MEETINGS

10. A general meeting of members of the Company shall be held annually. 28 days notice of the date, time, place and agenda of each such meeting shall be given in writing to members of the Company. The quorum of all general meetings of the Company shall be 40 members present in person.
11. Subject to the provisions of the Acts, the secretary of the Company (the “**Secretary**”) shall summon a Extraordinary General Meeting of the Company within one month of receiving a request, signed by at least seventy-five members of the Company, specifying the matter or matters of interest to the Company which it is proposed to discuss and/or vote upon at that meeting.

NATIONAL COUNCIL

12. The National Council of the Company (the “**National Council**”) shall assist and advise the Board on all matters relating to the volunteer and membership activity of the Company and on other matters as requested by the Board or identified by the Council itself as relevant to the Company.
13. The National Council shall be appointed by the Board at their first meeting following each AGM of the Company, which shall take place within 21 days of the AGM, and shall consist of the following:
 - (a) each of the Vice-Presidents of the Association in office;
 - (b) one representative nominated by each activity or regional grouping recognised by the Board (the current groupings recognised by the Board being; the Cork Regional Group, the Hill-Walkers Group, the Photographic Group and the Environmental Group, the Newcomers Group, the Voluntary Wardens Group and The Friends of Glenmalure);
 - (c) three other members, from among those proposed and seconded by members at each AGM and submitted to the Board for approval; and
 - (d) six members from previous National Councils who were previously appointed under Article 13(c) .
 - (e) 4 members appointed by the Board as representatives of the Youth Forum.
14. The Board must be satisfied that any proposed appointment to the National Council nominated under Articles 13(b) or 13(c) above is one that is in the best interests of the Company and may unilaterally refuse anyone so nominated without advancing any specific reason for so doing.

15. Members of the National Council appointed under Article 13(b) above are appointed yearly.
16. Members of the National Council appointed under Article 13(c) above are appointed for a three-year term. Three of the Members of the National Council appointed under Article 13(d) above shall retire each year in rotation in order of their appointment to the National Council. Where more than three of their number were appointed at the same time those to retire shall (unless agreed amongst themselves) be determined by lot.
17. Any person appointed under Article 13(c) who serves as a member of the National Council for any two consecutive terms of three years shall be entitled to be considered for a subsequent term of appointment to the National Council provided a period of at least one year has expired since their previous term of membership of the National Council.
18. The Chief Executive Officer (CEO) of the Company shall be entitled to reasonable notice of all National Council meetings. The CEO of the Company shall have the right to attend and speak at meetings of the National Council but shall not have the right to vote.
19. The National Council may invite observers to attend any National Council meeting to represent any area or interest relevant to the activities of the National Council and such observers shall have the right to speak but shall not have the right to vote at such meetings.
20. The Board shall be entitled to reasonable notice of all National Council meetings and up to two duly authorised representatives of the Board shall be entitled to attend any such meeting. Such representatives shall have the right to attend and speak at meetings of the National Council but shall not have the right to vote unless they are existing members of the National Council.
21. The National Council may co-opt up to three further members to assist and advise the National Council on projects being undertaken, or proposed to be undertaken, by the Company, for such period as the National Council consider necessary. Co-opted members shall have voting rights on the National Council.
22. The National Council shall schedule such meetings of its body as it sees fit. A special meeting shall be summoned at any time by the Chairman of the National Council on the written request of at least seven members of the National Council or at the request of the Board. The quorum at all meetings of the National Council shall be seven. At a minimum, seven days notice of all meetings of the National Council should be given to the members of the National Council.
23. The Board shall appoint a President of the National Council (the **“President”**) who will chair the meetings of the National Council and the Board shall determine the period for which he or she is to hold office. Apart from chairing the meetings of the National

Council, the role of President shall be a ceremonial one. If at any meeting the President is not present within 15 minutes after the time appointed for holding the same, the members of the National Council may choose one of their number to be chairman of the meeting. The President shall have a deliberative and a casting vote at meetings of the National Council.

24. The National Council shall appoint from among their number a minutes secretary to the National Council for their meetings, who will arrange meetings, take minutes and deal with correspondence. The National Council will determine the period for which he or she is to hold such office.

DIRECTORS

25. The business of the Company shall be managed by the directors, who may exercise all such powers of the Company as are not by the Acts or these Articles required to be exercised by the Company in general meeting. The directors shall be responsible to the members of the Company for the proper conduct of the business of the Company and the maintenance in good order of the property and assets of the Company. The Board also shall have power to make rules for the conduct of its business and to regulate the use of the Company's hostels.
26. The number of directors shall be eleven made up as follows:
 - (a) four elected from the floor at the annual general meeting having been nominated in accordance with the requirements of the Articles of Association;
 - (b) four appointed by the Board of Directors from nominations by sister organisations involved with An Oige (for example youth and activity organisations)
 - (c) three co-opted external members with specific skills as the Board may determine and require.Board members appointed under (b) and (c) above serve for such a period as the Board may decide.
27. The Board shall meet at least eight times per year. The quorum at all meetings of the Board shall be four.

POWERS AND DUTIES OF DIRECTORS

28. The Board may co-opt members to fill vacancies on the Board caused through death or resignation or any other cause. Where such co-opted members are replacing directors elected under Article 26 (a), they shall retire before the date of the Annual General Meeting of the Company that follows their appointment.
29. The Board shall have power to invite advisors to attend and speak at meetings of the Board should specific advice be needed by the Board and/or the Company.

30. The Board may invite members of senior management staff of the Company to attend meetings when the Board requires particular or specific information.
31. The Board may request written reports from sub committees and staff of the Company.
32. The Board may, when it considers that it is in the best interests of the Company to do so, appoint any person, who need not be a member of the Company, to the role of Patron of the Company (the “**Patron**”), to assist in raising the public profile of the Company. The Patron can only be appointed by unanimous resolution of the Board for such term and under such conditions as the Board may decide. The Board may at any time terminate the appointment of any person as Patron.
33. Any question to be decided by the Board shall be decided by the majority of the votes of those present and voting. The Chairman shall have a deliberative and a casting vote.
34. The Board shall have power to appoint, remunerate, and dismiss such staff as it considers necessary for carrying out the work of the Company.
35. In addition to provisions of Articles 18 and 20 the Board may, at any time, delegate one or more of its members to attend meetings of the National Council or any other Committee or Regional Group, and such delegates shall have the right to address the said meetings.
36. The Board shall have power to refuse any application for membership of the Company and to terminate or suspend the membership of any member of the Company on any grounds that appear sufficient to it.
37. The Board shall appoint annually a firm of Auditors to examine the books and audit the accounts of the Company.
38. The directors may from time to time appoint one person who is not a director of the Company to the office of Chief Executive Officer (the “**CEO**”) for such period and on such terms as to remuneration and otherwise as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. The CEO shall receive such remuneration whether by way of salary, commission, or partly in one way and partly in another, as the directors may determine.
39. The directors may entrust to and confer upon the CEO any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.
40. The CEO shall be entitled to reasonable notice of all meetings of the Board. The CEO shall have the right to attend and speak at meetings of the Board but shall not have the right to vote.

41. The Board shall have the power to suspend from membership of the Board, the National Council, or any other committee appointed by the Board any member or other person who in the opinion of the Board is guilty of conduct prejudicial to the Company. No such suspension shall be valid or effective unless it is decided by not less than two-thirds of members of Board, present and voting, by secret ballot at a meeting of the Board to which due and reasonable notice of the proposed suspension will have been given.
42. The Board may, in special circumstances, grant honorary life membership of the Company to any person(s) as it thinks fit.

APPOINTMENT OF ELECTED DIRECTORS

43. Election of members to the Board shall take place at the Annual General Meeting of the Company. Only members of the Company shall be eligible to nominate candidates for election to the Board, to vote at such elections and/or to be elected to the Board. Voting regarding elections to the Board shall conclude thirty minutes after the actual time of commencement of the Annual General Meeting.
44. Board members elected at the AGM are appointed for a four-year term. Board members shall retire in order of their first election to the Board of the Company. Where more than one Board member was elected at the same time those to retire shall (unless otherwise decided amongst themselves) be determined by lot. Should, for any reason, the number of elected Directors fall below four, then none is required to retire and an election shall be held at the following AGM to bring the number of elected Directors back to 4.
45. Any person who serves as an elected member of the Board for any continuous four year period shall be entitled to be considered for a subsequent term of appointment to the Board only after the expiry of a period of at least one year since their previous term of membership of the Board.
46. The Company in general meeting may appoint any person to be a Director, either to fill a casual vacancy or, subject to Article 26, as an additional Director.
47. Candidates for appointment to the Board must be nominated by five members of the Company, each of whom shall sign the nomination form and state his membership number. A statement signed by the Candidate that he is willing to act as a director of the Company, if elected, must accompany the nomination.
48. Nominations to the Board must reach the Secretary at the registered office of the Company, not later than 2 p.m. on the last working day of January prior to the Annual General Meeting (or such other date as may be determined by the Board from time to time and notified to the members).
49. The ballot paper used for elections to the Board shall be in the form approved by the Board and shall be available for eligible electors at the Annual General Meeting.

50. Each elector is entitled to vote for the number of candidates for which there are vacancies on the Board. The candidates highest in the poll shall be elected, and in the event of there being candidates with an equal number of votes for the final place or places then lots shall be drawn to determine the outcome.
51. Voting shall be personal and not by proxy.
52. The counting of votes shall be carried out by not less than three scrutineers appointed by the Board from without their body (the “**Scrutineers**”).
53. Members who wish to vote by post should apply to the Secretary at the registered office of the Company for a ballot paper enclosing a stamped addressed envelope. The completed form in the envelope provided must be returned to reach the Secretary not later than 2 p.m. on the eighth day prior to the Annual General Meeting.
54. The results of the election shall be announced by the Scrutineers before the close of the meeting and posted at the registered office of the Company.

Should any emergency arise which renders the holding of an election impossible on the prescribed date, the Secretary in consultation with the Chairman shall make arrangements for holding the election on an alternative date.

BORROWING POWERS

55. The Board shall have the power to borrow by way of overdraft, term loan, loan account or otherwise from the Company’s bankers, with interest in the category of the accommodation granted on such amount of money either at one time or from time to time as it may deem proper, and to give security for such borrowings and the interest thereon by the issue of bills of exchange, promissory notes or other obligations or securities of the Company or by mortgage or charge upon all or any part of the property of the Company and make all such dispositions of the property of the Company or any part thereof and enter into such agreements in relation thereto as the Board may deem proper for giving such security.

REGIONAL/ACTIVITY GROUPS

56. The Board shall have the power to establish Regional Groups and/or Activity Groups and to grant or refuse them representation on the National Council as prescribed under Article 13(b) above. The National Council have the power to define the areas and to prescribe rules for such groups and to delegate to them such responsibilities and duties of the National Council as it thinks fit.

CHAIRMAN

57. The Board shall elect one of the directors to act as chairman of their meetings (the “**Chairman**”) for a term of one year at the first meeting of the Board following each Annual General Meeting; but if no such Chairman is elected, or if at any meeting the Chairman is not present within 15 minutes after the time appointed for holding the same, then the directors present shall choose one of their number to be chairman of that meeting. The Chairman shall also act as Chairman of the Annual General Meeting and of any extraordinary general meeting of the Company and shall have a deliberative and a casting vote. In his or her absence when a quorum has assembled the Company Secretary or his nominated delegate shall designate a member of the Board to take the Chair.

COMPANY SECRETARY

58. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Directors. Anything by the Acts or these Articles required or authorised to be done by or to the Secretary may be done by or to any assistant or acting secretary, or if there is no assistant or acting secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors provided that any provision of the Acts 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 the place of, the Secretary.

AMENDMENTS

59. No new article shall be added nor any existing article repealed or amended, except by resolution at a general meeting of the Company after at least 21 days written notice, the majority for change at such meeting to be not less than three quarters of those attending and voting.

NOTICE

60. (a) Any notice required to be given by the Company to any person (the “recipient”) including but not limited to any member, director, or the Company’s auditors, under these Articles may be given by means of delivery, post, fax, electronic means (as defined in section 2(1) of the Act), website, or any other means of communication approved by the directors to the address or number of the recipient as notified to the Company for such purpose (or if not so notified, then to the address or number of the recipient last known to the Company) including but not limited to the following methods:
- (i) by personal delivery to the recipient;

- (ii) by post or by courier to the recipient at the registered address of the recipient or to such other address provided by the recipient for that purpose;
- (iii) by email to the recipient to an email address provided by the recipient for such purpose
- (iv) by placing it on a website accessible to the intended recipient and notice of the fact that the notice and any other relevant information and/or documentation are available on the website is sent by email to the email address referred to in (iii) above.

and such service of notice shall include, where appropriate, any other documentation or information required to accompany such notice including but not limited to, proxy forms, consent to short notice forms and the accounts for the Company required to be presented to the members in general meeting.

- (b) Any notice so given shall be deemed, in the absence of any agreement to the contrary between the Company and the recipient, to have been served:
 - (i) at the time of delivery (or, if delivery is refused, then when tendered) in the case of delivery;
 - (ii) at the expiration of 24 hours after despatch in the case of post and courier;
 - (iii) at the expiration of 12 hours after despatch in the case of fax;
 - (iv) if delivered, given or sent by electronic means (including email) at the time it was sent;
 - (v) If delivered, given or sent by being made available or displayed on a website, when the recipient received or is deemed to have received notice of the fact that the notice, document or other information is available on the website.