

COMPANIES ACT, 2014

COMPANY LIMITED BY GUARANTEE

CONSTITUTION

of

STUDENT SPORT IRELAND (SSI) COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

1. NAME

The name of the Company is Student Sport Ireland (SSI) Company Limited by Guarantee.

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 to promote and develop third level student sport and physical recreation in and among affiliated colleges in Ireland and internationally (“the Main Object”).

4. POWERS

4.1. 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 solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, gift, contribution or fund, including by means of payroll giving or other similar arrangements, and including (but so as not to restrict the generality of the foregoing) the holding of lotteries in accordance with the law for the purpose of promoting the Main Object, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund.

- (b) to undertake, accept, execute and administer, without remuneration, any charitable trusts.
- (c) To establish and support or aid in the establishment and support of any charitable association or institution, trust or fund, and to subscribe or guarantee money for any charitable purpose which the Company shall consider calculated to promote its Main Object.
- (d) To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.
- (e) To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
- (f) To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object.
- (g) Subject to clause 6, to employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Object.
- (h) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the Company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.
- (i) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, patents, copyrights, licences, rights and privileges or any estate or interest whatsoever and any rights, privileges and easements over or in respect of any property which may be considered necessary for the purposes of the Company and to develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences and by planting, paving, draining, farming, cultivating, letting or building leases or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- (j) To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of all or any part of the property of the Company with a view to the promotion, protection or encouragement of its Main Object and to vary investments.

- (k) To co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Object.
- (l) To borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company, present or future, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (m) To invest and deal with monies and property of the Company not immediately required in such manner as will most effectively provide funds for the advancement and promotion of the purposes aforesaid and this power shall include power from time to time to vary any investments made thereunder.
- (n) 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.
- (o) 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.
- (p) To draw, accept, make, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (q) To insure the property of the Company against any foreseeable risk in its full value and take out other insurance policies to protect the Company when required.
- (r) To insure any or all of the Directors against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided he or she acted in good faith and in the performance of his or her functions as charity trustee (as defined in the Charities Act, 2009).
- (s) To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring any exclusive or non-exclusive or

limited rights to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.

- (t) To adopt such means of making known the products and/or services of the Company as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and via the internet and by granting prizes, rewards and donations.
- (u) To maintain, improve or provide public amenities including recreational facilities, childcare, public health, home, welfare and youth facilities generally.
- (v) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Main Object and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (w) To enter into a partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, company, society, trust or other partnership whose objects are solely charitable, carrying on or engaged in, or are about to carry on or engage in, any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and which prohibits the distribution of income and assets to at least as great a degree as the Company by virtue of Clause 6 hereof and to guarantee the contracts of, otherwise assist any such person, company, society, trust or other partnership, and to take over or otherwise acquire shares, stock, debentures, or debenture stock and securities of any such person, company society, trust or other partnership, and to sell, hold, reissue with or without guarantee or otherwise deal with same.
- (x) To procure the registration or incorporation of the Company in or under the laws of any place outside Ireland.
- (y) To pay all expenses of and incidental to the incorporation and establishment of the Company.
- (z) To carry on alone or in conjunction with others any other trade of business which may in the opinion of the Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company in pursuance of the Main Object.
- (aa) To found, subsidise, and assist any charitable funds, associations or institutions calculated to promote or assist the Main Object.

- (bb) To establish and maintain links with international and national organisations having similar objectives.
- (cc) To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Object.
- (dd) To do all or any of the things and matters aforesaid in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

PROVIDED THAT:

- (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.

5. INCOME AND PROPERTY

- 5.1. The income and property of the Company shall be applied solely towards the promotion of its Main Object as set forth in this Memorandum of Association. 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.
- 5.2. 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, officer 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 attendance to any matter affecting the Company;
 - (e) fees, remuneration or other benefit in 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).

6. ADDITIONS, ALTERATIONS OR AMENDMENTS

6.1. The Company must ensure that the Companies' Registration Office has a copy of its most recent Constitution. No addition, alteration or amendments of any kind shall be made to or in the provisions of this Constitution for the time being in force unless the same shall have been previously submitted to and approved by the:

- (a) Revenue Commissioners; and
- (b) Minister for Enterprise and Employment, provided that such approval shall be given only after consultation with the Minister for Finance in respect of clauses 6 and 8 of the Memorandum of Association.

7. WINDING UP

7.1. 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 Object 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 6 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.

8. LIABILITY LIMITED

The liability of the members is limited.

9. LIABILITY ON WINDING UP

Every member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while it 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) the 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 contributories among themselves,
such amount as may be required, not exceeding €1.00.

ARTICLES OF ASSOCIATION

The following Regulations shall apply to the Company:

1. INTERPRETATION

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

“**Act**” means the Companies Act, 2014;

“**Affiliated College**” means those third-level colleges in Ireland which have been admitted into full-membership of the Company

“**Associate Members**” means

(a) those third-level colleges in Ireland which have been admitted into associate membership of the Company

(b) National Governing Bodies (NGB) of Sport and Student National Governing Bodies (SNGB) which have been admitted into associate membership of the Company

“**Board**” means the board of directors of the Company referred to in Regulation 9 hereof;

“**Constitution**” means these Articles of Association and the Memorandum of Association of the Company;

“**Directors**” means the directors of the Company for the time being and from time to time;

“**Honorary Members**” means individuals who have been admitted into this category of membership by the company. Honorary membership is awarded to individuals in recognition of their outstanding contribution to the development of third level sport and/or Student Sport Ireland.

“**Independent Director**” means directors who are not staff or students of an affiliated college, associate member college, NGB, SNGB or an honorary member, and who have not been associated with an Affiliated College for a period of at least 8 years. The definition of associated to be set out in the company bye-laws.

“**Ireland**” means the Republic of Ireland and Northern Ireland

“**Members**” means those third-level colleges in Ireland who have been admitted into full membership of the Company as Affiliated Colleges.

“**Nominated Directors**” means directors nominated to the Board by Affiliated Colleges.

“**Non-voting Delegates**” means two individuals who are nominated by Associate Members to represent them at General Meetings of the Company. Their nomination will be valid for a maximum of eighteen months from the date of their being nominated. Each Associate Member will be required to re-nominate non-voting delegates every January

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

The “**Seal**” means the Common Seal of the Company.

“**Voting Delegates**” means the two individuals (one staff member and one student) who have been nominated by affiliated colleges to represent them at General Meetings of the Company. Their nomination will be valid for a maximum of eighteen months from the date of they being nominated but each affiliated college will be required to re-nominate delegates every January.

1.2. **Construction:** In this Constitution, unless a contrary intention is stated, a reference to:

- (a) the singular shall include the plural and vice versa;
- (b) either gender includes the other;
- (c) a person shall be construed as a reference to any individual, firm or company, corporation, governmental entity or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (d) a person includes that person’s legal personal representative, permitted assigns and successors;
- (e) a Regulation is a reference to a regulation of this Constitution and a reference to a paragraph or sub-paragraph is a reference to a paragraph or sub-paragraph of the Regulation in which it appears;
- (f) time shall be construed by reference to whatever time may from time to time be in force in Ireland;
- (g) any agreement document or instrument is to the same as amended, novated, modified, supplemented or replaced from time to time;
- (h) ‘including’ means comprising, but not by way of limitation to any class, list or category; and
- (i) ‘writing’ shall include a reference to any electronic mode of representing or reproducing words in visible form.

1.3. **Companies Act Terms:** Save as otherwise expressly defined in this Constitution, or where a contrary intention is stated, each word and phrase defined in the Act (excluding any modification or re-enactment thereof not in force on the date of adoption of this

Constitution) shall, when used in this Constitution, have the meaning given to it in the Act.

- 1.4. **Headings:** Headings are to be ignored in the construction of this Constitution.

2. OPTIONAL PROVISIONS

The optional provisions of the Act (as defined in section 1177(2) of the Act) shall apply to the Company save and so far as they are excluded or modified by this Constitution and such optional provisions together with the provisions of this Constitution shall constitute the Regulations of the Company.

3. MEMBERS

- 3.1. **Number of members** For the purposes of registration the number of members of the Company is taken to be 30. The members may from time to time register a decrease or increase in the number of members in accordance with the Act.

- 3.2. **Admission to membership:** The members of the Company shall be:

- (a) the subscribers to the Memorandum of Association; and
- (b) Affiliated Colleges which have full membership with rights to nominate two Voting Delegates (one member of staff and one student) for General Meetings and to nominate individuals to be directors of the Company. These colleges will employ staff and provide facilities to promote sport and physical activity
- (c) Associate Members which will be eligible to nominate two Non-Voting Delegates to attend and speak at General Meetings of the Company. Associate members will be (i) third level colleges which do not have the staff or the facilities to promote sport and physical activity but which may wish to be affiliated to the Company and (ii) National Governing Bodies and Student National Governing Bodies. For Colleges the non-voting delegates will consist of one staff member and one student; for NGBs they will be two members of staff and for SNGB they will be two students.
- (d) Honorary Members. Collectively, Honorary Members will be known as the 'College of Honorary Members' and they will be entitled to nominate two voting delegates to attend, vote, and speak at General meetings of the Company. They will also be entitled to nominate one person for election to the Board of the Company subject to 9.2

- 3.3. **Process of Admission to Membership:** By approval of a Board resolution.

4. RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP

- 4.1. **Resignation of membership:** Any member wishing to resign his membership of the Company shall give notice in writing of his intention so to do, addressed to the Board and sent by post to or deposited by hand at the Office, in accordance with section 1199(7) of the Act, or via email to the Company Secretary.
- 4.2. **Cessation of membership:** membership of the Company is not transferable and shall cease upon any member's:
- (a) failure to pay any membership subscription or any sum due to the Company one month prior to the following AGM.
- 4.3. **Expulsion from membership:**
- (a) If at any time the members are of opinion that it is in the interest of the Company to do so, the members may by letter invite any member of the Company to withdraw from membership within a time stated in the letter. Such letter must contain a statement of the reasons why it is proposed to invite such withdrawal from membership.
 - (b) If the member having received the letter above does not withdraw from membership, the members may submit a resolution for the member's expulsion to an extraordinary general meeting. Not less than 21 days' notice of such an extraordinary general meeting shall be given.
 - (c) The member in question shall be afforded an opportunity of answering the complaints against him and explaining his or her conduct verbally and in writing at such extraordinary general meeting and may be represented at the meeting by a person of his or her choice.
 - (d) If no less than two thirds of the members of the Company present and voting at such extraordinary general meeting shall vote in favour of the resolution to expel the member in question, such member shall thereupon cease to be a member of the Company.
 - (e) Voting upon such resolution shall be by show of hands provided however that the Chairperson of the meeting or any three members of the Company shall have power at such meeting to demand the vote to be taken by secret ballot.

5. GENERAL MEETINGS

- 5.1. **Location:** All general meetings of the Company shall be held in Ireland.
- 5.2. **Convening:**
- (a) The Company shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Directors

and shall specify the meeting as such in the notices calling it, and not more than 18 months shall elapse between the date of one annual general meeting of the Company and that of the next.

- (b) Pursuant to Regulation 10.13, the Board may make bye-laws concerning the conduct of business of general meetings of the Company and the nature of business which may be considered at general meetings of the Company.

5.3. **Quorum:** The quorum for general meetings shall be at least one Voting Delegate from 50% of the Affiliated Colleges for the time being plus one, present in person or by agreed electronic means at the time when the meeting proceeds to business. If within half an hour of the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of the members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Board 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.

5.4. **Length and Mode of Notice:**

- (a) An annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least, and a meeting of the Company (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called by 14 days' notice in writing at the least. 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 the meeting; the general nature of the business to be transacted at the meeting; the text and substance of any proposed special resolution; and any other matter required under section 181 of the Act to be contained in such notice. Such notice shall be given, in the manner hereinafter mentioned, to such persons as are, under the Constitution entitled to receive such notices from the Company.

- (b) The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

5.5. **Documents to Accompany Notice:** With every notice of annual general meeting there shall be furnished to each member a ballot paper for any election to be declared at the annual general meeting and the Board shall determine by bye-law the procedures to be applied for the return (whether by post or delivery) of such ballot papers prior to the annual general meeting including the latest time for receipt and the manner of authentication.

6. PROCEEDINGS AT GENERAL MEETINGS

- 6.1. **Business:** The only business to be conducted at annual general meetings shall be:
- (a) the adoption of the minutes of the preceding annual general meeting and of any general meeting held since the preceding annual general meeting;
 - (b) to receive the annual report of the Board;
 - (c) to receive the audited financial statements and report of the auditors on those statements;
 - (d) the appointment of the auditors;
 - (e) the election of directors;
 - (f) to consider and decide any resolution of which due notice shall have been given.
- 6.2. The business described in Regulations 6.1(a) to 6.1(e) above shall be deemed ordinary business. The business described in Regulation 6.1(f) above and all business transacted at extraordinary general meetings shall be deemed special.
- 6.3. No resolution shall be considered or decided upon at an annual general meeting unless due notice shall have been given. Due notice shall be given for this purpose only if:
- (a) the resolution has been proposed and placed upon the agenda by the Board; or
 - (b) notice of the resolution in writing signed by at least one voting delegate from three Affiliated Colleges duly entitled to attend and vote at the annual general meeting shall have been delivered to the Company on or before the date on which notice for the annual general meeting is sent to the members entitled to receive it.
- 6.4. **Chairperson of General Meeting:** The President shall chair the general meetings of the Company, or if there is no such chairperson, or if at any meeting he or she is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson, the Vice President, if any, of the Board if he or she is present and willing to act shall be chairperson of the meeting, failing which the members present shall choose one of their number to be chairperson of the meeting.
- 6.5. **Adjournment of General Meeting by Chairperson:** The chairperson may, with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn the meeting, 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. When a meeting has been adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give notice of an adjournment of the business to be transacted at the adjourned meeting.

6.6. **Voting and Demand for Poll:**

- (a) 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:
 - (i) by the chairperson; or
 - (ii) by a Voting Delegate from at least three Affiliated Colleges present in person; or
 - (iii) by any member or members present in person or by proxy and representing not less than 10% of the total voting rights of all the members concerned having the right to vote at the meeting.
- (b) Unless a poll is so demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

6.7. **Conduct of Poll:**

- (a) Except as provided in Regulation 6.6, if a poll is duly demanded it shall be taken in such manner as the chairperson directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a chairperson or on a question of adjournment shall be taken forthwith.
- (c) A poll demanded on any other question shall be taken at such time as the chairperson directs. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

6.8. **Chairperson's Casting Vote:** Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

6.9. **Written Resolution of members:** A resolution in writing signed by all the Voting Delegates for the time being entitled to attend and vote on such resolutions at a general meeting shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.

- 6.10. **Members Entitled to Vote:** Every Voting Delegate and Director (who may not be a voting delegate nominated by an Affiliated College) present in person, and/or by proxy at a general meeting shall have one vote.
- 6.11. **Objection to Entitlement to Vote:** No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

7. EXTRAORDINARY GENERAL MEETINGS

- 7.1. **General:** All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 7.2. **Convening:** The Board may, whenever it thinks fit, convene an extraordinary general meeting of the Company. An extraordinary general meeting shall also be convened by the Board on the requisition of the members, as provided by Section 1203 of the Act or, in default, may be convened by such requisitions.
- 7.3. **Business:** No resolution shall be considered or decided upon at an extraordinary general meeting unless due notice shall have been given. Due notice shall be given for this purpose only if:
- (a) the resolution has been proposed and placed upon the agenda by the Board; or
 - (b) notice of the resolution in writing signed by not less than one voting delegate from three Affiliated Colleges duly entitled to attend and vote at the general meeting shall have been delivered to the Company on or before the date on which notice of the extraordinary general meeting is sent to the members entitled to receive it.

8. PROXIES

- 8.1. **Appointment:** A Voting Delegate entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person as his or her proxy to attend and vote instead of him or her. A proxy so appointed shall have the same right as the Voting Delegate to speak at the meeting and to vote on a show of hands and on a poll and to cast votes on behalf of the proxies which have been assigned to her/him
- 8.2. **Instrument of Proxy:** The instrument appointing a proxy (the “**Instrument of Proxy**”) shall be in writing –
- (a) under the hand of the appointer or of his or her attorney duly authorised in writing; or
 - (b) if the appointer is a body corporate, either under seal of the body corporate or under the hand of an officer or attorney of it duly authorised in writing.

- 8.3. **Depositing at Registered Office:** The Instrument of Proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company or at such other place within the State as is specified for that purpose in the notice convening the meeting, and shall be deposited not later than the following time:-
- (a) 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
 - (b) in the case of a poll, 48 hours before the time appointed for the holding of the meeting at which the poll will be taken. .
- 8.4. **Communicating to Company:** The depositing of the Instrument of Proxy may, rather than its being effected by sending or delivering the instrument, be effected by communicating the instrument to the Company by electronic means (as defined in section 2 of the Act) and this Article likewise applies to the depositing of anything else referred to in the preceding Article.
- 8.5. **Validity of Vote:** A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- 8.6. **Form:** An instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit –

[Name of Company] (the “**Company**”)

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

The proxy is to vote as follows:-

Voting instructions to proxy

(Choice to be marked with an “X”)

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

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

Signature of member.....

Dated [date]

9. THE BOARD

- 9.1. The Company shall have no less than 6 (six) and no more than 10 (ten) Directors and at each AGM the Affiliated Colleges shall as far as is possible ensure that 10 directors are appointed subject to 9.2, 9.3, and 9.4.
- 9.2. 8 (eight) directorships shall be reserved for nominated directors (i.e., staff and students of affiliated colleges, and honorary members):
 - (a) A minimum of 6 (six) and a maximum of 7 (seven) directorships shall be reserved for staff of affiliated colleges who shall be appointed for a term of three years after which they shall be deemed to have resigned and shall be eligible for re-election to serve for a maximum of three further three-year terms subject to a maximum of two-terms consecutively after which they may not again be appointed to the Board for a period of at least six years after which period they may be appointed for a maximum of two further three-year terms.
 - (b) One directorship shall be reserved for a student of an affiliated college who shall be appointed to the role of Vice President for a term of one year after which they shall be deemed to have resigned and shall be eligible for re-appointment for a maximum of one further term of one year.
 - (c) There shall be a maximum of one Honorary Member director on the Board at any time. An Honorary Members may be appointed for a term of three years after which they shall be deemed to have resigned and shall be eligible for re-election to serve for one more maximum term of three-years.

- 9.3. **Independent Directors.** The Board shall reserve two directorships for individuals, chosen to add skills and experience to the capacity of the Board. These directors, who will be appointed by the Board and who will be known as independent directors, will have equal voting rights as all other directors, shall be eligible to serve a term of three years commensurate from the date of their appointment after which they shall be deemed to have resigned and shall be eligible for re-appointment by the Board for a final term of three years.
- 9.4. **Appointment of Directors and Constitution of the Board:**
- (a) Directorship of the Company will consist of and be limited to members of staff and students of Affiliated Colleges, Honorary Members and independent directors.
 - (b) A retiring Director shall be eligible for re-election in accordance with Regulation 9.2, 9.3 and 9.4.
 - (c) If any Nominated Director shall die or resign or be disqualified, the Board may appoint a person to fill his or her place. Any person so appointed shall serve initially for the remaining period of time of the term of the person they replace and shall subsequently only serve in accordance with Regulations 9.2, 9.3 and 9.4.
- 9.5. **Appointment of Officers.**
- (a) The Board at its first meeting after each AGM shall appoint from among its number the following positions which fall within the terms of Regulation 9.6; a President who shall be the Chairperson, a Vice President (who shall be a student) and other positions as deemed necessary for the efficient and effective operation of the Company's affairs.
 - (b) The Board shall from time to time appoint a Secretary to the Company, (the Company Secretary).
- 9.6. **Term of Office:** Any officer appointed pursuant to Regulation 9.5 (a) shall hold that office until otherwise determined by a resolution of the Board, provided that no person may hold the position of President for a period in excess of 3 (three) years.
- 9.7. **Functions:** All officers appointed pursuant to Regulations 9.5 (a) and (b) shall perform such functions as may be assigned to them by the Board and shall be responsible and accountable to the Board. In particular, the Company Secretary shall be responsible for the maintenance and custody of the books of record and correspondence of the Company and the Board and shall ensure that minutes of all meetings of the Board are kept. The officers shall, as far as is possible, attend all meetings of the Board and General Meetings of the Company

- 9.8. **Remuneration of Directors:** No remuneration shall be payable to Directors. The Directors may be paid all out-of-pocket travelling, hotel and other expenses properly incurred in connection with the affairs of the Company in accordance with Section 8 hereof and provided that same are properly vouched to the Board.
- 9.9. **Voting on Contracts:** A Director shall not vote in respect of any contract or arrangement in which he or she is interested or any matter arising therefrom and if he or she shall so vote, his or her vote shall not be counted, nor, so far as any such contract, arrangement or matter is concerned, shall he or she be counted in the quorum.
- 9.10. **Disqualification of Directors:** The office of Director shall be vacated if the Director resigns, is a staff member or student of a member expelled as pursuant to Regulation 4 above or is removed pursuant to Regulation 9.11 below.
- 9.11. **Removal of Directors:** The Company may by ordinary resolution of which notice has been given in accordance with Section 1198 of the Act remove any Director before the expiration of his or her period of office, notwithstanding anything in this Constitution or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim which such Director may have for damages for breach of any contract of service between him and the Company.
- 9.12. **Resignation of Directors:** A Director may resign by notice in writing delivered to or sent by post to the Company Secretary (or in the case of the Company Secretary to the President).
- 9.13. **Approved Commitments:** 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 or has been approved pursuant to such authority as may be delegated by the Board in accordance with this Constitution. 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.
- 9.14. **Appointment of Attorney:** The Board 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 Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under this Constitution) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretion vested in him.
- 9.15. **Board Records:** The Board shall cause entries and minutes, as appropriate, to be made in books provided for the purpose of:
- (a) all appointments of officers made by the Board;
 - (b) the names of the Directors present at each meeting of the Board;

(c) all resolutions and proceedings at all meetings of the Company and of the Board.

9.16. **Reasonable Personal Use of Property, etc.:** For the purposes of section 228(1)(d) of the Act, the reasonable personal use by a Director of any property and any information or communications technology equipment of the Company and made available for use by the Director in connection with the business or affairs of the Company shall be permitted, subject to any restrictions imposed by the Company or the Board under contract or otherwise.

10. PROCEEDINGS OF THE BOARD

10.1. **Powers and Duties of the Board:** The affairs of the Company shall be the responsibility of and be managed by the Board, who may pay all expenses incurred in forming and registering the Company and may exercise all such powers of the Company as are not, by the Act or by this Constitution required to be exercised by the Company in general meeting subject nevertheless to the provisions of the Act and of this Constitution, and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting by a resolution duly passed of which due notice shall have been given but no direction given by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that direction had not been given.

10.2. **Meetings:** The Board may meet together at such times (not being less than 6 occasions in every calendar year) for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit provided that each Director shall be given seven days' notice in writing of each meeting of the Board. The Secretary on the requisition of 3 Directors shall, at any time summon a meeting of the Board.

10.3. **Quorum:** The quorum for meetings of the Board shall be half of the Directors for the time being plus one, present in person or by agreed electronic means to allow them to actively participate in the Board meeting at the time when the meeting proceeds to business provided that this number is not less than five (5).

10.4. **Reduction of Directors below Quorum:** The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Constitution of the Company as the necessary quorum of the Board, the continuing Directors may act only 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.

10.5. **Proceedings at Meetings:**

(a) The procedures for convening and conduct at and about meetings shall be subject to the adoption of Standing Orders as bye-laws of the Company at a General Meeting

- (b) Questions arising at any meeting of the Board shall be decided by a majority of votes of those present and entitled to vote. In case of an equality of votes the chairperson shall have a second or casting vote.
- (c) A provision of the Act or of this Constitution requiring or authorising a thing to be done by or to a director and the secretary shall not be satisfied by it being done by or to the same person acting both as director and as, or in place of, the secretary.
- (d) A Director may participate in a meeting of the Board by means of telephone or other similar communication whereby all persons participating in the meeting can hear each other speak and confirm this fact to the chairperson. A Director who participates in a meeting in this manner shall be deemed to be present in person at such meeting and shall form part of the quorum.

10.6. **Committees:**

- (a) The Board shall have the power to establish such permanent Standing Committees and (time-bound) Project Committees as may be considered appropriate from time to time and for such purposes whether general or specific as may be thought fit.
- (b) The Board shall determine the terms of reference, powers, duration and composition of such committees which may include non-directors. The Board may delegate any of their powers to such committees as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board, in particular, to report to the Board in relation to its activities.
- (c) The Board shall appoint the chairperson and members of any committee which reports to the Board subject to the limitation that no person may be a chairperson or a member of any Standing or Project Committee for more than six years consecutively or cumulatively
- (d) The Board shall establish permanent Standing Committees of the Board including at least one Board member among the membership of a minimum of 4 and a maximum of 7.
- (e) Any (time-bound) Project Committee shall have a minimum of 3 and maximum of 6 members.

- 10.7. **Proceedings of Committees:** A committee may meet and adjourn as it thinks proper. Questions arising at any meeting 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. As far as is practicable the procedures for convening and conduct at and around committee meetings will be subject to the same Standing Orders as at 10.5 (a).

- 10.8. **Validity of acts of Directors:** All acts done by any meeting of the Board or of a committee of the Board or by any person acting as a Director shall, notwithstanding that it be 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 or a member of a committee, as appropriate.
- 10.9. **Written Resolutions:** A resolution in writing signed by all the Directors, or by all the members of a committee of them, and who are for the time being entitled to receive notice of a meeting of the Board, or as the case may be, of such a committee, shall be as valid as if it had been passed at a meeting of the Board or such a committee duly convened and held.
- 10.10. **Bye-laws and Regulations.**
- (a) The Board may from time to time by instrument under seal make bye-laws in relation to the Company and where required and for the avoidance of doubt, the provisions of such bye-laws shall adhere to the principles of natural justice. The Board may at any time in like manner annul or vary any bye-laws so made, and all bye-laws so made and for the time being in force shall be binding on all the members and shall have full effect accordingly.
 - (b) The Board shall bring such bye-laws to the attention of members within one month of their being made.
 - (c) No bye-law shall be made which would amount to such an addition or alteration of this Constitution as could only legally be made by special resolution passed in accordance with the Act.

11. SEAL

The Seal shall be used only by the authority of the Board or a committee of the Board authorised by the Board in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director of the Company and shall be countersigned by the Secretary or a second Director or by some other person appointed by the Board for that purpose.

12. ACCOUNTS AND AUDIT

- 12.1. **Accounting records:** The Board shall, in accordance with Chapter 2 of Part 6 of the Act, cause to be kept adequate accounting records, that set out:
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (b) all cash receipts and payments by the Company;
 - (c) all sales and purchases of goods by the Company, and

(d) the assets and liabilities of the Company.

- 12.2. **Adequate Accounting Records:** Adequate accounting records shall not be deemed to be kept if there are not kept such accounting records as are necessary to give a true and fair view of the state of the Company's affairs and explain its transactions, and comply with the provisions of Chapter 2 of Part 6 of the Act. The accounting records shall be kept at the Office or, subject to the provisions of the Act, at such other place or places as the Company think fit, and shall be open at all reasonable times to the inspection of the Directors.
- 12.3. **Inspection of Accounting Records:** The Board shall from time to time determine whether, and if so, to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of members and no member (not being a Director) shall have any right of inspecting any accounting record of the Company except as conferred by statute or authorised by the Board or by the Company in general meeting.
- 12.4. **Laying of Accounts:** The Board shall from time to time in accordance with Part 6 of the Act cause to be prepared and laid before the annual general meeting of the Company such statutory financial statements and reports as are required by that Part to be prepared and laid before the annual general meeting of the Company.
- 12.5. **Sending of Accounts to members:** A copy of the statutory financial statements of the Company for the financial year concerned (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the report of the Board and auditor's report shall, not less than twenty-one days before the date of the annual general meeting, be sent to every member.
- 12.6. **Audit:** Auditors shall be appointed and their duties regulated in accordance with Part 6 of the Act.

13. NOTICES

- 13.1. **Mode of Delivery:** A notice may be given by the Company to any member either personally, or by sending it by post to him or her to his or her registered address or may be sent to the member by agreed electronic means, including e-mail. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of the notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where a notice is sent by electronic means, it shall be deemed to have been delivered 12 (twelve) hours after sending provided the sender has not received notice of failed or delayed delivery.
- 13.2. **Persons Entitled to Notice of General Meetings:** Notice of every general meeting shall be given in any manner herein before authorised to the following persons only:

- (a) the nominated annual Voting Delegates and Non-Voting Delegates members;
- (b) the Directors and the Company Secretary; and
- (c) the auditors for the time being of the Company.