

COMPANIES ACT, 2014

COMPANY LIMITED BY GUARANTEE

CONSTITUTION

of

**THE NATIONAL PARENTS COUNCIL (POST PRIMARY) COMPANY LIMITED BY
GUARANTEE**

MEMORANDUM OF ASSOCIATION

1. NAME

The name of the Company is “The National Parents Council (post primary) 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 advance education and the general well-being of young people within the post-primary education system by involving parents and legal guardians actively in all aspects of the education of their children and by providing a forum that actively supports them in their parenting role.

4. SUBSIDIARY OBJECTS

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

- (a) to do such act or things as are necessary to promote and protect the role of the parent and the legal guardian as the primary educator of his/her children;
- (b) to be the voice and advocate for parents and legal guardians of young people in post-primary education;

- (c) to serve and represent parents and legal guardians and the Constituent Bodies;
- (d) to offer, in consultation with the Constituent Bodies, co-ordinated trainings, interactions, information and engagement with parents and legal guardians;
- (e) to enable and support the functioning of an effective parents association in place in every school;
- (f) to communicate with all parents and legal guardians of young people in post-primary education;
- (g) to support parents and legal guardians in being active partners in education;
- (h) to facilitate a structure through which parents and legal guardians can inform and influence policy development;
- (i) to take an active role in influencing policy at a national level;
- (j) to monitor educational development and educational opportunities;
- (k) to build strong partnerships with key stakeholders.

5. **POWERS**

The Company shall, in addition to the powers conferred on it by law, have the following powers which are exclusively subsidiary and ancillary to the Main Object and which powers may only be exercised in promoting the Main Object. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:

- (a) to 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 properly 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.

6. **INCOME AND PROPERTY**

6.1 The income and property of the Company shall be applied solely towards the promotion of its main object(s) 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.

6.2 No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any member, 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).

7. **ADDITIONS, ALTERATIONS OR AMENDMENTS**

7.1 The Company must ensure that the Charities Regulator has a copy of its most recent Constitution. If it is proposed to make an amendment to the Constitution of the Company which requires the prior approval of the Charities Regulator, advance notice

in writing of the proposed changes must be given to the Charities Regulator for approval, and the amendment shall not take effect until such approval is received..

8. WINDING UP

- 8.1 If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 6 hereof. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object with the agreement of the Charities Regulator. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer..

9. LIABILITY LIMITED

The liability of the members is limited.

10. 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 he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for:

- (a) 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;

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

“**Chair of the Finance, Audit and Risk Committee**” has the meaning ascribed to it in Regulation 11.2 hereof;

“**Chair of the Nominations Committee**” has the meaning ascribed to it in Regulation 11.2 hereof;

“**Chair of the Organisations Development Committee**” has the meaning ascribed to it in Regulation 11.2 hereof;

“**Chair of the Standing Committee for Education Policy**” has the meaning ascribed to it in Regulation 11.2 hereof;

“**Constituent Bodies**” means the following:

- (i) the Co-operation of Minority Religion and Protestant Parent Associations (post primary) (“COMPASS”);
- (ii) the Education and Training Board Schools National Parents’ Association (“ETBsNPA”);
- (iii) the Catholic Secondary Schools Parents Association (“CSSPA”);
- (iv) the Parents Association of Community and Comprehensive Schools (“PACCS”);

and such other constituent bodies as the Board may approve from time to time.

“**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;

“**Finance, Audit and Risk Committee**” means the committee established pursuant to Regulation 10.6(a);

“Independent Directors” means persons having knowledge and skills in a certain area and appointed as Directors of the Company to fulfil skills needs within the Company;

“Nominations Committee” means the committee established pursuant to Regulation 10.6(d);

“Nomination Rights” means the rights of the Constituent Bodies to nominate members of the Company as follows:

Constituent Body	Number of members
Co-operation of Minority Religion and Protestant Parent Associations (post primary) (“COMPASS”);	3
The Education and Training Board Schools National Parents’ Association (“ETBsNPA”);	3
The Catholic Secondary Schools Parents Association (“CSSPA”);	3
Parents Association of Community and Comprehensive Schools (“PACCS”);	3

“Organisations Development Committee” means the committee established pursuant to Regulation 10.6(c);

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

“Standing Committee for Education Policy” means the committee established pursuant to Regulation 10.6(b); and

State” means Ireland excluding Northern Ireland.

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 12 (twelve). The members may from time to time register a decrease or increase in the number of members in accordance with the Act, provided that the minimum number of members shall be 8 (eight) and the maximum number shall be 12 (twelve).

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

- (a) the subscribers to the Memorandum of Association; and
- (b) nominees of the Constituent Bodies in accordance with the Nomination Rights and with best practices relating to gender balance;

3.3 **Eligibility for membership:** No person shall be eligible to be a member of the Company if he/she:

- (a) is not, as at the time of becoming a member, the parent or the legal guardian of a child in the post primary education system;
- (b) shall refuse or wilfully neglect to comply with any of the Regulations;
- (c) holds any other office or place of profit under the Company;
- (d) is adjudged bankrupt in the State or in another country;
- (e) is the subject of a declaration under Section 819 of the Act or an order under Sections 839-842 of the Act;
- (f) is sentenced to a term of imprisonment by a court of competent jurisdiction or is convicted of an indictable offence;
- (g) being engaged in any profession, has been on account of misconduct prohibited by the governing body of such profession from continuing to practice under its Regulations;
- (h) is nominated as a member of Seanad Eireann, or is elected as a member of either House of the Oireachtas or of the European Parliament (or regarded as having been elected to the European Parliament to fill a casual vacancy) or of a County Council or a Local Authority or other public office.

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.
- 4.2 **Cessation of membership:** membership of the Company is not transferable and shall cease upon any member's:
- (a) death;
 - (b) becoming of unsound mind;
 - (c) resignation, removal or failure to be re-appointed as a Director;
 - (d) holding any other office or place of profit under the Company;
 - (e) adjudication bankrupt in the State or in Northern Ireland or Great Britain;
 - (f) being subject of a declaration under Section 819 of the Act or an order under Sections 839-842 of the Act;
 - (g) being sentenced to a term of imprisonment by a court of competent jurisdiction or being convicted of an indictable offence;

- (h) being directly or indirectly interested in any contract with the Company and failing to disclose the nature of his or her interest in manner required by Section 231 of the Act;
- (i) being engaged in any profession is on account of misconduct be prohibited by the governing body of such profession from continuing to practice under its Regulations;
- (j) personally entering into any contract with the Company or receiving from it any fee, profit, salary or emolument;
- (k) failure to pay any membership subscription or any sum due to the Company; or
- (l) nomination as a member of Seanad Eireann, or is elected as a member of either House of the Oireachtas or of the European Parliament (or regarded as having been elected to the European Parliament to fill a casual vacancy) or of a County Council or a Local Authority or other public office

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 within the time specified in the letter, 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.

4.4 **Casual Vacancies:** The members may fill a casual vacancy created by the resignation, retirement, cessation, or expulsion, or otherwise of a member by appointing any eligible

person thereto. Any person so appointed shall initially serve only for the period of time of the person they replace.

5. GENERAL MEETINGS

5.1 **Location:** All general meetings of the Company shall be held in the State.

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 15 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 the nearest whole number above 50% of the members for the time being 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) Subject to the Act, 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 three members 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 chairperson of the Board 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 deputy chairperson, 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 at least three members 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 members 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 member present in person, by proxy or via agreed electronic means 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 requisitionists.
- 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 3 (three) members 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 member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another member 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 member to speak at the meeting and to vote on a show of hands and on a poll.
- 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 taking of the poll.
- 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 member to attend, speak and vote for the member on behalf of the member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows:-

Voting instructions to proxy

(Choice to be marked with an “X”)

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

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

Signature of member.....

Dated [date]

9. **THE BOARD**

9.1 **Maximum Number:** The Company shall have no less than 12 (twelve) and no more than 14 (fourteen) Directors (including Independent Directors).

9.2 **Number of Directors:** The Company may by ordinary resolution from time to time reduce the number of Directors to 10 (ten) being up to eight directors nominated by Constituent Bodies and two Independent Directors.

9.3 **Appointment of Directors and Constitution of the Board:**

(a) Directorship of the Company will consist of and be limited to members admitted in accordance with Regulation 3.2 and Independent Directors.

(b) Subject to the provisions of this Regulation 9, at every annual general meeting of the Company, one third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third shall retire from office.

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

(d) A retiring Director shall be eligible for re-election subject to their being only able to serve as a Director for a maximum of two terms either consecutively or cumulatively. Directors nominated by the Constituent Bodies must be a parent or legal guardian of a child in the secondary education system on the day they commence any term as a Director.

(e) If any 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 only for the remaining period of time of the term of the person they replace.

9.4 **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.

9.5 **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.

- 9.6 **Disqualification of Directors:** The office of Director shall be vacated if the Director resigns, ceases to be or is expelled as member of the Company pursuant to Regulation 4 above or is removed pursuant to Regulation 9.7 below.
- 9.7 **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.
- 9.8 **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 chairperson).
- 9.9 **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.
- 9.10 **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/ her.
- 9.11 **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.
- 9.12 **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 shall meet together at such times (not being less than six occasions in every year) for the despatch 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. Two Directors may, or the Secretary on the requisition of two Directors shall, at any time summon a meeting of the Board.
- 10.3 **Quorum:** The quorum for meetings of the Board or other committees shall be the nearest whole number above 50% of the Board for the time being 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 the number is no less than six Directors.
- 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) 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.
 - (b) 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.
 - (c) 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:** The Board shall establish the following standing committees:

- (a) a Finance, Audit and Risk Committee to ensure:
 - (i) the effective review and monitoring of financial risks;
 - (ii) reliable management and financial reporting;
 - (iii) compliance with laws and regulations;
 - (iv) maintenance of an effective and efficient audit;
 - (v) an effective risk management process.
- (b) a Standing Committee for Education Policy to:
 - (i) monitor developments in the education sector and advise the Company thereon;
 - (ii) consider the establishment of education focused working committees and, if established, oversee and co-ordinate their work;
 - (iii) ensure common positions on education policy matters;
 - (iv) nominate and assist individuals attending conferences and seminars on behalf of the Company except where the Company reserves that function to itself; and
 - (v) report on its work and those of the working committees it co-ordinates to the Company;
- (c) an Organisations Development Committee to:
 - (i) develop a communications strategy to include a website and social media presence;
 - (ii) develop a school council handbook of best practice and support the work of school councils through training and events;
 - (iii) review existing membership funding policies propose improvements in collection or alternative approaches to membership funding; and
 - (iv) design mandatory induction and support programmes to develop the capacity of members and Directors of the Company;
- (d) a Nominations Committee to:

- (i) ensure the maintenance of a comprehensive register of all representatives of the Company nominated for positions in external bodies;
- (ii) to conduct promotions and recruitment processes to inform members of up-coming vacancies, to review nominations, to consult with relevant committees and to make a recommendation to the Company on who to nominate to external bodies in accordance with the terms of the bye-laws on the Nomination of External Representatives of the Company.

- 10.7 **Terms of Reference, etc.:** The Board shall determine the terms of reference, powers, duration and composition of such committees, provided always that there shall at all times be at least one Director in each committee. 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.
- 10.8 **Other Committees:** The Board shall have the power to establish such other committees as may be considered appropriate from time to time and for such purposes whether general or specific as may be thought fit. The Board shall determine the terms of reference, powers, duration and composition of such committees, provided always that 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.
- 10.9 **Chair of Committees:** The Board shall appoint the chairperson of any committee which reports to the Board.
- 10.10 **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.
- 10.11 **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.
- 10.12 **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.
- 10.13 **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 Company 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) Within one month of the bye-laws so having been made, the Board shall bring such bye-laws to the attention of members in such manner as it may in its absolute discretion decide.
- (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. OFFICERS

- 11.1 **Chairperson of the Board:** The Directors shall elect a chairperson of their meetings, to be known as the President, from among themselves and shall determine the period for which he or she is to hold office subject to Regulation 11.3; if at any meeting the chairperson is not present within 15 (fifteen) minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairperson of the meeting..
- 11.2 **Appointment of Officers:** The Directors shall have the power to appoint the following officers:
- (a) a person to be Company Secretary, who may but need not be a Director;
 - (b) a person to be the Chair of the Finance, Audit and Risk Committee;
 - (c) a person to be the Chair of the Standing Committee for Education Policy;
 - (d) a person to be the Chair of the Organisations Development Committee;
 - (e) a person to be the Chair of the Nominations Committee;
 - (f) such other officers as they shall deem necessary to enable the Board to efficiently carry on the business of the Company. Such officers shall be voluntary and therefore shall in accordance with Section 6 hereof be unpaid.
- 11.3 **Term of Office:** Any officer appointed pursuant to Regulations 11.1 and 11.2 shall hold that office until otherwise determined by a resolution of the Board, provided that no person may hold the position of chairperson for a period in excess of 3 (three) years consecutively or cumulatively.
- 11.4 **Functions:** All officers appointed pursuant to Regulation 11.2 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 attend all meetings of the Board and all general meetings of the Company.

12. **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.

13. **ACCOUNTS AND AUDIT**

13.1 **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.

13.2 **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.

13.3 **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.

13.4 **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.

- 13.5 **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.
- 13.6 **Audit:** Auditors shall be appointed and their duties regulated in accordance with Part 6 of the Act.

14. NOTICES

- 14.1 **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.
- 14.2 **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 members;
 - (b) the Directors and the Company Secretary; and
 - (c) the auditors for the time being of the Company.

