

**THE COMPANIES ACT 1908 to 1924 &
COMPANIES ACT 1963- 1990**

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION
OF
AN TAISCE – THE NATIONAL TRUST FOR IRELAND**

(as amended by special resolution on the 9th day of July, 1993 and by special resolution on the 28th day of September, 2002)

- I The name of the company is AN TAISCE – The National Trust for Ireland
- II The Registered Office of the Company will be situated in Ireland
- III It is now hereby declared that the main object and purpose for which An Taisce – The National Trust for Ireland (hereinafter referred to as “An Taisce”) is established is:-

To act as a voluntary non-governmental organisation for purposes. which are beneficial to the community and to the public generally in a charitable way; and to promote the conservation, renewal and permanent preservation for the benefit of the nation, of land and buildings and other artefacts of architectural, historical, archaeological, artistic, cultural, scientific, social, technical or other relevant interest and, as far as practical, of nature and biodiversity.

In pursuance of this object:-

- (1) To form local associations
- (2) To develop and publicise policy
- (3) To make submissions on planning and environmental matters
- (4) To advertise
- (5) To sell merchandise to further An Taisce’s objects
- (6) To raise funds
- (7) To collaborate with other Environmental Non-Governmental Organisations
- (8) To promote conferences
- (9) Subject to the provisions of the Companies Act 1963, to acquire by gift, purchase, Fee Farm Grant, lease or otherwise and to hold (unconditionally, or subject to any conditions or restrictions) land or any interest in land and any rights over or in land.

- (10) To acquire by gift, purchase or otherwise and to promote the preservation of furniture, fixtures and chattels of any description, having national, historical, scientific or artistic interest.
- (11) To acquire by gift, purchase, Fee Farm Grant, lease or otherwise and to hold (unconditionally, or subject to any conditions or restrictions) every kind of real or personal property, or any right or interest therein.
- (12) To protect and improve the amenities of lands, tenements, buildings and structures and their surroundings.
- (13) To devote to the use of the public (either in perpetuity or temporarily and on any terms and conditions) for purposes of recreation, art or instruction any open spaces or other lands held by An Taisce.
- (14) To devote to the use of the public (either in perpetuity or temporarily and on any terms and conditions) for purposes of recreation, art or instruction, any building or structure or any chattel or other personal property held by An Taisce.
- (15) To undertake or assist in the care and management (with or without the possession of any legal or equitable interest therein) of land, buildings, chattels or amenities as defined in the objects of An Taisce.
- (16) To devote for the purpose of the advancement of science or of the preservation of natural features and animal and plant life, any land or buildings held by An Taisce.
- (17) To place or maintain on, or to lend for public exhibition, either permanently or for a limited time, furniture, pictures, objects d'art or other chattels of national, historical, scientific or artistic interest the property of, or for the time being in the custody of, An Taisce.
- (18) To maintain, protect and preserve lands as open spaces with power to implement the conditions of An Taisce Deed of the said land.
- (19) To maintain and manage buildings for the purposes of An Taisce.
- (20) To build and maintain cafes, shelters, refreshments rooms, hostels or other buildings, and to carry out all or any operations requisite or desirable to provide necessary water supply, drainage, lighting, roads and all others which, in the judgement of An Taisce, may be necessary for the enjoyment by the public of the land and buildings held by An Taisce and for their proper supervision and preservation.
- (21) To sell refreshments to persons frequenting the land and buildings of An Taisce and to enter into contracts with refreshments contractors and others for the sale of refreshments as above specified.
- (22) To maintain and administer hostels, boarding houses and camping grounds situated in or adjacent to the property of An Taisce, and to make such charges for their use by the public as may be found suitable and to enter into contracts for the management of any of the above.
- (23) To make charges (of such moderate amount as may, in the judgement of An Taisce, be necessary for the due preservation and maintenance of the property of An Taisce) for admission to any land or buildings of An Taisce.
- (24) To employ officers, scientists, custodians, attendants, keepers, rangers, foresters, gardeners, shepherds and all or any other kind of servants or employees, and agents, to prevent nuisances, preserve heritable and moveable belonging to An Taisce or in which An Taisce may be in any way interested, and to perform such other duties as may be entrusted to them by An Taisce from time to time.
- (25) To construct, alter, restore, repair, maintain, take down or remove buildings, erections, walls, fences, railings, gates, seats or other structures on lands and property held by or under the care or management (whether jointly with any other person or not) of An Taisce; and generally to maintain, uphold, manage, improve and develop the property of An Taisce in pursuance of the purpose of An Taisce.

- (26) To advise planning authorities, established under the Local Government (Planning & Development) Act, 1963, or any Act extending or amending the same, in relation to matters which are within the province of the said planning authorities at any time and insofar as the said matters are necessary to the purpose of An Taisce.
- (27) To act in concert or make any arrangements with any Department of State, Corporation, County Council, Conservancy, Fishery or other Board, or other Local Authority or Body, public or private, incorporated or otherwise, now or hereafter constituted, or with any residents in the neighbourhood of property of An Taisce, as necessary for the purpose of An Taisce.
- (28) To acquire in any manner (including by purchase out of any funds of An Taisce) and hold any lands, buildings and hereditaments, and any rights, easements or interests therein or thereover, and any chattels or other moveable property, which it may be desirable to hold as investments with a view to the provision out of the rents and profits thereof of funds applicable for the maintenance and preservation of any other part of An Taisce property or for any particular purpose of An Taisce.
- (29) To acquire in any manner (including acquisition by purchase out of any funds of An Taisce) and to hold investments (being at the time of acquisition of the nature authorised by law for the investment of Trust funds, or of a nature authorised by An Taisce of the funds out of which the same shall be acquired, or by the donor of the same) and to apply the income thereof (subject to any trusts imposed by the donor, or otherwise, affecting the same) at the discretion of the Council for the preservation and maintenance of the property of An Taisce or any part or parts thereof, or for any particular purpose of An Taisce.
- (30) To exchange any land, buildings, or real or personal property held by An Taisce for other land, buildings, or real or personal property or to sell, lease, let, dispose of, or otherwise deal with any lands, buildings, or other real or personal property of An Taisce, and to mortgage or charge the same for the purposes of An Taisce. Provided that the exercise of such power of exchange, sale, leasing or letting shall have regard to the paramount object of An Taisce, viz. the preservation of land and buildings of beauty or natural, historical, scientific or artistic interest, or for conservation purposes or scientific interest.
- (31) To exercise, in relation to any land or buildings held by An Taisce, all powers (including the power of letting on lease or otherwise) necessary to, or desirable for, the due management of such lands or buildings, and their preservation, for the benefit of the nation.
- (32) (a) To accept gifts or bequests of, and to hold land or other property (including money) on trusts and to fulfil such trusts.
- (b) To determine, by resolution of the Council of An Taisce, that any lands or other property which become vested in An Taisce, or which is the subject matter of a gift or bequest to An Taisce (or such portions thereof as may be specified in such resolution) are proper to be held for the benefit of the nation and such lands or buildings shall thereupon be so hold by An Taisce and shall be inalienable.
- (c) To determine, by resolution of the Council of An Taisce, that any lands or other property, so far as the same are vested in An Taisce, shall be held by An Taisce for preservation for the benefit of the nation in accordance with the objects of An Taisce and that the said lands or other property shall not be chargeable with any debts or liabilities of An Taisce and shall not be alienable, and thereupon the said lands or other property shall be free from the debts or liabilities of An Taisce and shall be inalienable.
- (d) To grant leases of the lands or other property referred to in sub-clause 32(c) above, or of houses of historic interest or other buildings of historic interest thereon, notwithstanding anything contained in this sub-clause 32 of Clause III of the Memorandum of Association in respect of which such a resolution as is referred to in sub-clause 32(b) above may be passed relating to the said lands or other property or houses or other buildings thereon, or of any of them or of any parts, or part thereof for such term of years at such rents, and with and

subject to such provisions, reservations, covenants and conditions, as the Council from time to time think proper.

- (e) in particular, to grant a lease or leases of the lands or any part thereof or other property referred to in sub-clause 32(c) and 32(d) above or houses of historic interest or other buildings of historic interest thereon or any of them or any parts thereof to the donor or donors to An Taisce of the said lands or any of the said property or to any member or members of the family or families of the donor or donors as may be specified by the donor or donors having the power so to specify, and the said lease or leases may be for a life or other interest or for such term of years at such rents and with and subjects to such provisions, reservations, covenants and conditions as may be agreed upon between the Council and such donor or donors or his/her or their representative or representatives as aforesaid. In particular the lessee or lessees under the aforementioned lease or leases may be given the right to build upon the land so demised or the right to alter, reconstruct, or restore any building or part thereof so demised by the said lease or leases.
 - (f) To make all arrangements necessary to enable the Council to obtain for An Taisce from the department of Finance or other Departments of State or from the Commissioners of Public Works or from any Corporation, County Council or other Local authority or public body or from Bord Failte or any Tourist Organisation, or any private individual or private association or charitable trust, or other aid by way of grant, gift, loan or otherwise whatsoever for the furtherance of the objects of An Taisce or any of them.
 - (g) To lend and advance money or give credit to such persons or Companies and on such terms as many seem expedient and in particular to customers and others having dealings with An Taisce and to guarantee the performance of any contract or obligation and payment of money of or by such persons or Companies and generally to give guarantees and indemnities of any kind.
- (33) The Council may from time to time authorise the formation of subsidiary companies as defined in company law to better carry out the aims and objects in these articles and memorandum of association, providing always that:
- (a) The members of the Council or such persons as they shall appoint shall be the directors of the subsidiary companies.
 - (b) The subsidiary companies shall remain in the ownership of An Taisce and that no shareholding shall be held by any other body unless approved at an AGM or EGM of An Taisce following proper notification of the members.
 - (c) Properly audited accounts shall be presented in the annual report furnished to the members of An Taisce prior to each AGM.
- (34) (a) To accept subscriptions and donations and to adopt a particular style or make of tie, Christmas cars, car badges and any other objects or goods of a similar kind and distribute and sell the said objects or goods whether among the members of An Taisce or publicly, and to apply the said subscriptions and donations and the receipts and profits from the distribution and sale of the said objects and goods either generally for the purposes of An Taisce or for any specific purpose.
- (b) To accept a fee or fees from a Department of State, semi-State body, Company, Corporation or other firm, body or person for providing skilled information or advice and to apply the same either generally for the purposes of An Taisce or for any specific purpose.
- (35) To take or otherwise acquire and to hold shares and securities of any company and to sell, hold, re-issue with or without guarantee or otherwise deal with the same.
- (36) To watch and advise on legislation affecting the objects of An Taisce.

- (37) To appear and take part in legal proceedings, planning applications and appeals therefrom and arbitration proceedings whenever that course shall appear proper to the Council having regard to the objects of An Taisce.
- (38) To promote and make public the objects of An Taisce by means of public lectures, articles, letters and communications in the public press and in any journal or magazine and by films, film slides, gramophone records, compact discs, radio and television and by the publication and distribution, either gratuitously or by sale, of illustrated and other books, pamphlets and other printed matter, and such other means as may seem expedient to the Council.
- (39) To borrow or raise or secure the payment of money in such manner as the Council shall think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise charges upon all or any of An Taisce's property (both present and future) or by the registering of a charge or the creation of a mortgage, whether legal or equitable, in respect of all or any of the said property (subject to Clause III(32) hereof) and to purchase or redeem any such property or securities and discharge or pay off any such debt or mortgage or charge.
- (40) To promote or take part or assist in the promotion of any charitable Company for the purpose of acquiring and holding any land mortgages, securities or other property real or personal or any estate, share or interest therein for the time being held, owned by or registered in the name of the Company or for any other purpose directly or indirectly calculated to benefit the Company and to subscribe for, take up or otherwise acquire any Shares, Stocks, Rights to new issues in or of any such Company as may be expedient.
- (41) To do all such other lawful things as are incidental or conducive to the preservation and maintenance of the property of An Taisce, or to the attainment of the objects hereinbefore described, or any of them. Provided that in case An Taisce shall take or hold any property subject to the jurisdiction of the Commissioners of Charitable Donations and bequests, An Taisce shall, if required by the said Commissioners, vest the same in special Trustees thereof, and provided that as regards any such property An Taisce shall not sell, mortgage, charge, lease, dispose of, or otherwise deal with the same without such consent as may be required by law.
- IV. The income and property of An Taisce whencesoever derived shall be applied solely to the promotion of the objects of An Taisce as set forth in this memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of An Taisce, provided that nothing herein contained shall prevent the payment in good faith of interest not exceeding five percent on any loan advanced by Members of An Taisce to promote the objects thereof or of remuneration to any Professor, Lecturer, Agent, officer or servant of An Taisce or to any member or other person in any way howsoever connected with An Taisce in return for any services actually rendered to An Taisce or undertaken by the authority of the Council to promote the objects of An Taisce, but so that no Member of the Council of Management or Governing Body of An Taisce shall be appointed to any office of the Association paid by salary or fees, and that no remuneration or other benefit in money or money's worth shall be given by An Taisce to any Member of such Council or Governing Body, except repayment of out of pocket expenses and interest at the rate aforesaid shall not apply to any payment to any Railways, Tramway, Gas, Electric Lighting or Power, Water, Cable or Telephone Company of which a Member of the Council of management or Governing Body may be a member, or to any other Company in which such Member shall not hold more than one hundredth part of the Capital and such Member shall not be bound to account for any share he may receive in respect of such payment.
- V. No addition alteration or amendment shall be made in the regulations contained in the Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Minister for Enterprise and Employment.

- VI. The fourth and fifth paragraphs of this Memorandum contain conditions on which a licence is granted by the Minister for enterprise and Employment to An Taisce in pursuance of Section 24 of the Companies Act, 1963.
- VII. The liability of the members is limited.
- VIII. Every member of An Taisce undertakes to contribute to the assets of An Taisce in the event of its being wound up while he/she is a Member or within one year afterwards, for payment of the debts and liabilities of An Taisce contracted before he/she ceases to be a Member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding €6.35.
- IX. If upon the winding up or dissolution of An Taisce there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of An Taisce, but shall be given or transferred to some other Body or Bodies having objects similar or cognate to the objects of An Taisce and which shall prohibit the distribution of its or their income or property amongst its or their Members to an extent at least as great as is imposed on An Taisce under or by virtue of Clause IV hereof, such Body or Bodies to be determined by the Members of An Taisce at or before the time of dissolution, or in default thereof by such Judge of the high court of Justice as may have or acquire jurisdiction in the matter.
- X. True accounts shall be made of the sums of money received and expended by An Taisce and the matter in respect of which such receipt and expenditure take place, and of the property, credits and liabilities of An Taisce, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of An Taisce for the time being, shall be open to the inspection of its Members. Once at least in every year, the accounts of An Taisce shall be examined and the correctness of the Balance Sheet ascertained by one or more properly qualified Auditor or Auditors.

**THE COMPANIES ACT 1908 TO 1974
& COMPANIES ACT 1963-1990**

**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
OF
AN TAISCE – THE NATIONAL TRUST FOR IRELAND**

(as adopted by special resolution on the 9th day of June, 1993 and as amended by special resolution on the 22nd day of September 2002, the 26th day of September, 2003, and the 3rd day of July 2004)

PRELIMINARY

1. For the purpose of registration the number of Members of the Company is declared to be unlimited.

2. In the construction of these Articles, unless repugnant to the context, the singular shall include the plural, and vice versa and the following terms shall have the following meanings for the purposes of these Articles of Association:-

“month” shall mean a calendar month;

the “Company” shall mean the company incorporated under the name, AN TAISCE – the National Trust for Ireland;

“Officers of the Company” shall mean the President, the Chairperson of the Council and such officers appointed pursuant to article 8;

“Local associations” means a body of persons consisting of members of the Company, the establishment of which and the conduct of which is regulated in accordance with article 44; and

“the Act” shall mean the Companies Act 1963.

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

MEMBERS

4. (a) The Members of the Company shall be those persons whom the Council shall admit to membership at the Council meeting next following their application; and any receipt or membership card or other acknowledgement issued to them before they are admitted by Council shall put them on notice that their membership commences only after their admittance by Council. They shall be divided into (i) Ordinary Subscribing Members; (ii) Existing Life Members; (iii) Donor Members; (iv) Corporate Members; (v) Family Members; and (vi) Associate Members
- (b) Ordinary Subscribing Members shall be annual subscribers to the funds of the Company of such sum, not being less than £1.00 as shall from time to time be fixed by the Council.
- (c) Existing Life Members shall be persons admitted as Life members before 19th May, 1966.
- (d) Donor Members shall be any persons who shall give to the Company such property, sum of money or service as shall appear to the Council to entitle such persons to be distinguished as Donor Members.
- (e) Corporate Members shall be groups of persons having a common interest or association, and who shall be require to pay such corporate subscription as shall from time to time be fixed by the Council, and who may be represented at meetings of the Company by a nominee who shall be entitled to one vote.
- (f) Family members shall be the member and his or her spouse, and the member of his or her household who shall pay such annual sum as shall from time to time be fixed by the Council, and who shall exercise one vote only.
- (g) The Council may by resolution create various categories of associates who shall be persons, other than Ordinary Subscribing Members, who support the aims of the Company. Associates shall pay to the funds of the Company such sums as the Council may from time to time direct. They shall not be entitled to a vote at a General Meeting.
5. A Donor Member may be elected to membership either for life or for a specified period at the option of the Council. If elected for a specific period such Member shall cease on the expiration of such period to be a Member of the Company unless elected a Member.
6. The provisions of Section 116 of the Act shall be observed by the Company in respect of all Members and every member of the Company shall either sign a written consent to become a Member or sign the register of members.
7. (a) Every Ordinary Subscribing member, Corporate members and Family Members shall become liable on election to membership to pay their subscription for the current year and thereafter shall be liable each year for the amount of their subscription for that year and the subscriptions of such members shall be payable no later than the 28th day of February on each subsequent year. A pro rata sliding scale of membership fees shall apply for new members joining between August and the end of each year. Provided that any such Member may at any time prior to such date in any year resign his/her membership and cease to be a Member by sending his/her resignation in writing to the Honorary secretary of the Company, but subject to such resignation in writing, every such Members shall be liable for the amount of his/her subscription in respect of the ensuing year, a Member who shall not have paid his/her subscription for any year within a period of six months form the due date shall, ipso facto, cease to be a member of the Company. A Life Member or Donor Member may at any time resign his/her membership and cease to be a Member by sending his/her resignation in writing to the Secretary of the Company.

- (b) Membership of the Company may be terminated by a simple majority vote of the members of the Council at a Council meeting. However, the proposal to terminate membership shall be notified to a member at least 21 days before the Council meeting at which the intended resolution is to be proposed and such member shall be entitled to attend that meeting during the discussion of the proposal, and shall be given reasonable opportunity to speak thereat.

OFFICERS

8 The roles of the officers shall be as set out below, explicated from time to time by the Council.

- (a) **President**
The role of the President within An Taisce is honorary. The President shall in general chair General Meetings. He/she shall represent the long-term interest of An Taisce. The President is entitled to attend meetings of, and participate in discussions in, any committee of An Taisce and shall generally attend Meetings of the Council.
- (b) **Chairperson**
The Chairperson shall be elected annually. The Chairperson shall usually chair meetings of the Council and the Board of Management.
- (c) **Vice-Chairperson**
The Vice-Chairperson shall deputise for the chairperson in his/her absence and shall perform such tasks as are delegated by the Chairperson, by the Council or by the Board of Management.
- (d) **Honorary Secretary**
The Honorary Secretary shall be elected annually by the Council, and shall be responsible for the following: carrying out such functions as are required of a company secretary under statute, including submitting Annual Returns; acting as secretary to the Council, including organising General Meetings; co-ordinating reports from committees, sub-committees, associations and An Taisce appointees to other bodies for presentation to the Council in advance of General Meetings; disseminating information to associations; and receiving regular reports and financial information from Associations. The Honorary Secretary shall be aided in these duties by the administrative employees.
- (e) **Honorary Treasurer**
The Honorary Treasurer shall be elected annually by the Council, and shall be responsible to the Council for the following: all of the financial operations of An Taisce including ensuring that accounts are audited annually and presented, with the Auditor's report, to the Annual General Meeting; exercising control over the financial records and accounts; and reporting regularly to the Council. The Honorary Treasurer shall be aided in these duties by the administrative employees.

COMMITTEES

9 The Council may provide for two kinds of committee: Policy and Organisation Committees.

GENERAL MEETINGS

10 A General Meeting shall be held once in every calendar year at such place and time (not later than the 30th June of each calendar year) as the Council shall decide. In the default of a General Meeting being so held a General Meeting shall be held in the three months next following and shall be convened by the Council.

The above mentioned General Meetings shall be called Annual General Meetings; all other General Meetings shall be called Extraordinary General Meetings.

The Council may, whenever it thinks fit, convene an extraordinary General Meeting of the Company, and shall convene an Extraordinary General Meeting on receipt of a requisition signed by 100 members (except associate Members) of the Company and stating the objects for which the meeting is required. If the Council shall fail to convene such meeting for a date not later than six weeks after the requisition has been deposited at the registered office of the Company, the requisitionists may themselves convene the meeting, but any meeting so convened shall not be held more than three months after the date of the deposit of the requisition.

NOTICE OF GENERAL MEETINGS

11. (a) A Notice of every General Meeting and of the Agenda shall be given to the Members 21 days before an annual General Meeting or meeting to pass a special resolution, 14 days before any other meetings in such form and manner as the Council may prescribe by bye-law from time to time. The omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any Member shall not invalidate the proceedings at any meeting.
- (b) Notice of any motion proposed to be made at a General Meeting shall be delivered to the Honorary Secretary of the Company thirty clear days before the meeting at which the motion is to be proposed and shall be circulated with the notice convening the meeting. Such notice shall be signed by the proposer and one seconder, being Members of the Company, and no motion shall be entertained by a general meeting unless notice thereof has been given as aforesaid.

PROCEEDINGS AT GENERAL MEETINGS

12. Every Annual General Meeting shall, as ordinary business, proceed to the election of a president, if that office is then vacant, and members of the Council in place of those retiring, and the appointment and remuneration of auditors, and shall receive, adopt and confirm or reject wholly or in part, any Annual Reports made to the Meeting by the Council, and all accounts and balance sheets presented to the Meeting, and may decide in any recommendation made in the Statement or Report of the Council on any question arising out of the matters aforesaid. All other business, whether transacted at an Annual General Meeting or Extraordinary General Meeting shall be deemed special and special business shall not be dealt with at any General Meeting of the Company unless the nature of the special business is specified in the notice convening the meeting.
13. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided twenty Members (except Associate Members) personally present shall be a quorum.
14. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place 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.
15. (a) The President of the Company shall preside as Chairperson at every General Meeting, except if he/she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, a member of the Council appointed prior to the general Meeting by the Officers of the Company or in default of such prior appointment, by a member of the Council appointed by such Officers of the Company as are present.
- (b) If there is no such President or Chairperson appointed pursuant to 15(a) present at the meeting to act as Chairperson of the meeting within thirty minutes of the hour at which the meeting is to

commence, the Members present shall elect some one of their number to be Chairperson of the meeting.

16. The Chairperson of the meeting may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save, as aforesaid, it shall not be necessary to give any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
17. 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 by at least five Members present in person and entitled to vote, and unless a poll is so demanded a declaration by the Chairperson of the meeting that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the Minutes Book for 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, that resolution.
18. If a poll is duly demanded it shall be taken in such a manner as the Chairperson of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
19. In the case of 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.
20. A poll demanded on the election of a Chairperson of the meeting, or on a question of adjournment, shall be taken forthwith. Every other poll shall be taken at such time as the Chairperson of the meeting directs.

VOTES OF MEMBERS

21. Every Member (except Associate Members) shall have one vote.
22. On a poll votes may be given either personally or by proxy.
23. The instrument appointing a proxy shall be in writing under the hand of the appointed, or of his/her attorney, duly authorised in writing, or, if the appointed is a body corporate, either under the seal or under the hand of an officer or attorney so authorised. A proxy must be a member of the Company. No Member may be appointed a proxy for more than one person at any meeting.
24. The instrument appointing a proxy and the Power of Attorney or other authority, if any, under which it is signed, or a notarially certified copy of that Power of Attorney shall be deposited at the registered office of the Company, not less than forty-eight hours before the time for holding the meeting, or adjourned meeting, at which the person named in the instrument purposes to vote, and, in default the instrument of proxy shall not be treated as valid.

25. An instrument appointing a proxy may be in the following form, or any other form which the Council shall approve:-

AN TAISCE – The National Trust for Ireland

I,

of

in the County of

being a member of the

hereby appoint

of

as my proxy to vote for me, and on my behalf at the Annual or Extraordinary (as the case may be) General Meeting of **AN TAISCE** – The National Trust for Ireland, to be held on the day of and at any adjournment thereof.

SIGNED this day of

27. The President of the Company shall continue to hold office until the Annual General Meeting held next after the expiration of five years from the date of his/her appointment unless he/she shall earlier resign, become disqualified to act as a member of the Council or cease to be a Member of the Company. A person who has held the office of President shall not eligible for re-election until the expiration of a period of five years from the date on which he/she ceased to hold office.
28. A vacancy in the office of President, or in the number of elected members of the Council, shall be filled by election at the Annual General Meeting of the Company which shall be held after the occurrence of the vacancy. Every Member (except Associate Members) present at the Annual General Meeting may give one vote each to such number of candidates as shall not exceed the number of vacancies in the Council requiring to be filled. In the event of any candidates having an equality of votes, an election between such candidates shall be made in such manner as the Chairperson of the meeting shall direct, and in all respects, not hereby specially provided for, the manner and details of any election shall be decided and regulated by the Chairperson of the meeting in his/her sole discretion.

POWERS AND DUTIES OF COUNCIL

29. **Functions of The Council**

The Council may determine that, in its proceedings, it shall consider primarily environmental, and urban and regional planning, issues.

The Council shall have the power to elect and dismiss the Board of Management, which shall deliver a full report to meetings of the Council.

Members of the Council shall either formally represent and report back to associations or serve on a committee at national level - either a Policy Committee or an Organisation Committee.

The Council shall be given maximum practical information relating to other issues - to be discussed, if necessary, under Any Other Business at the end of the agenda of Meetings of the Council.

The Council shall approve and monitor the annual budget for the organisation.

30. The Council shall cause Minutes to be made in books provided for that purpose:-
- (a) of all appointment of officers made by the Council;
 - (b) of the names of members of the Council present at each meeting of the Council, and of any committee of the Council; and
 - (c) of all resolutions and proceedings at all meetings of the Company, and of the Council, and of committees of the Council.

SEAL

31. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Council, and in the presence of a member of Council, and of the Honorary Secretary of the Company or such other person as the Council may appoint for the purpose; and that member of the Council and the Honorary Secretary of the Company or other persons as aforesaid, shall sign every instrument to which the seal of the Company is so affixed in their presence.

DISQUALIFICATION OF MEMBERS OF COUNCIL

32. A member of the Council shall be disqualified from membership and his/her office shall be vacated if such member:-
- (a) holds any office of profit under the Company; or
 - (b) becomes bankrupt; or
 - (c) resigns his/her office by notice in writing to the Company; or
 - (d) is directly, or indirectly, knowingly interested in any contract with the Company and fails to declare to the Council the nature of his/her interest therein, prior to the making of such contract; or
 - (e) fails to attend a minimum of 50% of Council Meetings held between two consecutive Annual General Meetings;
 - (f) becomes restricted or disqualified pursuant to an order made under the provisions of the Companies Act, 1990;
 - (g) commits any act or omits to do anything or becomes involved in any contract or arrangement whether contractually binding or otherwise which in the opinion of the Council is or appears to be in any way contrary to the objectives of the Company;

A member of Council shall not vote in respect of any contract in which he/she is interested, or any matter arising thereout, and if he/she does so vote his/her vote shall not be counted.

ETHICS

33. The Council may draw up a Declaration of Adherence to the Objects of An Taisce and/or a Code of Conduct for members, new members, association committee members and/or new association committee members. Members may be suspended by the Chairperson or expelled by the Council for any substantive breach of such Declaration of Adherence to the Objects of An Taisce or Code of Conduct. Such expellees shall have rights of natural justice.

34. Any vacancy occurring among the elected members of Council may be filled by the Council. The person so chosen shall be subject to retirement at the next following Annual General Meeting, but shall be eligible for re-election.

COMPOSITION OF THE COUNCIL

35. A number of members shall be elected to the Council. That number shall be equal to the number of Local Association delegates plus one, rotating over a three (3) year period; one third of whom shall retire each year but may be re-elected for a further three (3) year period. The elected members of Council to retire in any year shall be those who have been longest in office since their last election, but as between persons who become members of the Council on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot. A person having served six consecutive years may seek re-election only after a one-year break. The notice convening the Annual General Meeting shall name the members who retire.

It shall be in the power of any Member of the Company to propose for election any other Member or Members, not exceeding two in number, provided that written notice of intention to propose the names of such other persons is delivered to the Honorary Secretary of the Company at least ten days before the date of the meeting, and provided also that the said written notice contains the names of the proposer and seconder, who shall also be a member of the Company, and that the person, or persons, so proposed for election shall declare in the said written notice his or her willingness to serve and to attend Council Meetings.

36. A delegate, elected at the Annual General Meeting of the Local Association, from each local Association of An Taisce shall be appointed to the Council. In the case of an Association having over 400 members, an extra delegate may be appointed. For each delegate a deputy shall also be elected to serve in the absence of the delegate.
37. Five (5) members shall be co-opted annually to the Council. These members shall be assigned specified tasks.
38. The President and immediate Past President shall be additional members of the Council.
39. Members of the Council who fail to attend a minimum of 50% of the scheduled Meetings of the Council in any one year, shall be disqualified from nomination for election or co-option to the Council for a period of one Council year. The notice convening the Annual General Meeting shall name the members who have been disqualified.

PROCEEDINGS OF THE COUNCIL

40. The Council shall meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairperson of the meeting shall have a second or casting vote. Five members of Council may, and the Honorary Secretary of the Company, on the requisition of five members of Council, shall, at any time, summon a meeting of the Council.
41. A resolution in writing signed and approved by all members of the Council for the time being shall be as valid and effective for all purposes as if the resolution had been passed at a meeting of the Council duly convened and held.
42. The quorum necessary for the transaction of the business of the Council may be fixed by the Council and, unless so fixed, shall be eight.
43. The Council shall elect a Chairperson of the Council to preside at the meetings of the Council. The Council shall determine the period for which the Chairperson of the Council is to hold office. If, at any

meeting, the Chairperson of the Council is not present the Council may choose one of their number to be Chairperson of the meeting.

PROCEDURE AND ASSOCIATIONS

44. (a) The Council shall have power from time to time to make, repeal, or alter such regulations as to the procedure of the Council for the conduct of the general affairs of the Company, for the establishment and conduct of Local Associations thereof, and for the despatch of business as the Council may deem necessary, provided that such regulations do not contravene any of the provisions herein contained or amount to such an addition to or alteration of these Articles as could only legally be made by special resolution of the Company.
- (b) **Collaboration of Associations and Groups**
Members and groups of members may come together at any time with the permission of the Council better to fulfil the aims of An Taisce. They must operate under Standing Orders established from time to time by the Council.
- (c) Any Local Association may be wound up by simple majority vote in Council provided that notice of such intention is given in the notice convening the meeting of the Council; but the Local Association concerned shall be given twenty-one days' notice of the proposal for its winding up, and the said Local Association's Chairperson and Secretary shall have the right to attend the meeting of the Council to have placed before them the reasons for the proposed dissolution and shall be given reasonable opportunity to be heard thereat. When a Local Association is wound up none of its members thereafter may purport to speak or act on behalf of the Company or in its name.
- (d) The standing orders of Local Associations shall be subject to the approval of the Council.
- (e) **Subsidiarity**
Where possible without prejudice to the operation of these Articles of Association, An Taisce subscribes to the principle of subsidiarity with regard to its Local Associations.
- (f) Each Local Association shall submit a report of its activities and a financial statement annually to the officers of the Company.
- (g) The Council shall appoint a person to liaise with local associations concerning the taking of appeals to, and withdrawal of, appeals from An Bord Pleanála. In the event of a dispute, the matter shall be resolved in consultation with the local association by a committee comprising the Chairperson of the Council, the chairperson of the Policy Committee whose remit most obviously extends to the application in question and a delegate from the relevant association (or alternates elected by the committees to which these chairpersons are responsible) which shall be in a position to make decisions at very short notice.
- (h) No member of any committee of an Association may participate in the discussion of, or may vote on, any matter which could involve a conflict of interests. Where a situation arises involving a member of the committee of an Association which gives cause for a conflict of interests, or of the appearance thereof, or commits any act or omits to do anything or becomes involved in any contract or arrangement whether contractually binding or otherwise which in the opinion of Council is any way contrary to the objectives of the Company, the Council shall have discretion to require the resignation of that member from the committee.
- (i) No Member of the Company may act as chairperson, vice-chairperson, secretary, treasurer or planning officer of a Local Association if such Member (i) holds any office of profit under the Company; or (ii) is directly or indirectly, knowingly interested in any contract with the Company and fails to declare to the association the nature of his/her interest therein.

- (j) No Local Association may incur debts without the prior written authorisation of Council.
 - (k) The minutes, accounting records or correspondence files of any Local Association and of any committee shall be made available on request to Council (or to any person or persons appointed by Council) to the officers of the Company or to any committee to whom the Local Association or the committee concerned is responsible. No other person, other than the Auditor of the Company, or any person authorised by a Court, shall have the right or access to the documents mentioned herein.
 - (l) No person shall speak for a Local Association or act on its behalf without the authority of the committee of that Local Association.
45. The Council may appoint such salaried officers as they may from time to time deem appropriate and may determine their respective powers and duties, the tenure of their office and their salaries/remuneration.
46. The Council may borrow, raise or secure the payment of money in such manner as the Council shall think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise charges upon all or any of the Company's property (both present and future) and may purchase, redeem or pay off any such securities and apply the money so raised to the purposes of the Company. And every mortgage made in pursuance of this power may contain a power of sale and all usual mortgage powers and provisos. As regards any property taken by the Company, not for the general purposes of the Company, but on special trusts, the power of mortgaging shall apply only to such extent as is consistent with An Taisce's on which the Company holds the property. Where so required by law, the power hereby conferred shall be exercised only with the consent of the Commissioners of Charitable Donations and Bequests.

BOARD OF MANAGEMENT

47 Function of Board of Management

The principal function of the Board of Management is to create a strategy for the day-to-day running of An Taisce and to take full responsibility for the implementation of that strategy by the Director who shall be a member of the Board of Management.

The Board shall ensure the effective running of all Organisation Committees. All Organisation Committees shall report to the Board of Management.

The Board of Management shall consider reports and/or minutes from all active Organisation Committees and Local Association Committees and make proposals to the Council to improve An Taisce's efficiency. It shall submit a detailed report to each meeting of the Council. Elements of this report may be discussed under Any Other Business at the end of meetings of the Council.

The Board of Management must solicit attendance of members of any Policy Committee when an issue relevant to that Committee is being addressed. The Chairperson of any Policy Committee may attend any meeting of the Board of Management, without the right to vote, to discuss any relevant matter.

48 Composition of Board of Management

Members of the Board must be members of An Taisce, though not necessarily of its Council. Members of the Board shall all be elected by the Council and the whole Board may at any time be dismissed by the Council.

The Board of Management shall comprise the elected officers of An Taisce, a delegate nominated annually by each of the active Organisation Committees for the approval of the Council and five members elected annually by the Council who shall have demonstrable and documented management experience and shall be delegated specific roles by the Board. Other persons active within An Taisce, including especially those responsible for any project employee, may be invited to attend Board of Management meetings, without the right to vote.

The Board of Management shall take office at the second Council meeting following each Annual General Meeting. It shall usually meet once every calendar month and in any event not less than once every two months. It shall set its own rules of procedure.”

49 Employees

The Council may provide that there shall be a personnel-appointment standing committee consisting of the Chairperson of the Council, a representative of the Board of Management and a representative of the staff. The personnel-appointment standing committee shall select in each case an appointment panel which shall include at least one member of the Council and which shall have due regard to any expressed views of the Council.

50. The acts and proceedings of the Council, the Board of Management, or of a committee or sub-committee shall not be invalidated by a defect in qualification, election or appointment of any person or persons acting as member or members of such Council, Board of Management, Committee, or Sub-Committee, or by reasons of the fact that it may subsequently be found that a member of the Council taking part in such acts and proceedings had previously ceased to be a member of the Council, or that a person taking part in such acts and proceedings had previously ceased to be a Member of the Company, or, on account of there being at the time of such act or proceeding any vacancy or vacancies in the Council or Board of Management, or in any committee or sub-committee.

51. Director

A Director shall be appointed by a two-thirds majority of the Council. The Director shall be a paid executive employee, responsible for the day-to-day running of An Taisce; for overall management of the staff, committees and office operations of An Taisce; and for financial management of An Taisce. The Director shall report directly to the Board of Management and, between Board of Management meetings, to the Chairperson. The Council shall determine the precise job specification of the Director.

ACCOUNTS

52. The Council shall cause proper books of account to be kept with respect to all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place; of all sales and purchases by the Company and of the assets and liabilities of the Company.
53. The books of account shall be kept at the registered office of the Company, or at such other places as the Council think fit, and shall be open to the inspection of the members of Council.
54. The Council shall from time to time determine whether, and to what extent and at what times and places and under which conditions or regulations, the accounts and books of the Company, or any of them, shall be open to the inspection of Members not being members of the Council, and no Member (not being a member of Council) shall have any right of inspecting any account, or book, or document of the Company, except as conferred by statute, or authorised by the Council, or by the Company, in General Meeting.
55. At every Annual General Meeting, the Council shall lay before the Company an Income and Expenditure Account up to 31st December immediately preceding the date of the meeting.
56. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditor’s Report and Report of the Council, shall not less than twenty-one days before the date of the meeting, be sent to all persons entitled to receive notices of General Meetings of the Company.

AUDIT

57. Auditors shall be appointed, and their duties regulated in accordance with Sections 160 to 163 of the Act, or any modification thereof, for the time being in force.

NOTICES

58. A notice may be given by the Company to any Member, either personally or by sending it by post to him/her to his/her registered address, or (if he/she has no registered address in Ireland) to the address, if any, in Ireland supplied by him/her to the Company for the giving of notices to him/her. 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 at the expiration of twenty-four hours after the letter containing the same was posted.
59. Notice of every general Meeting shall be given, in the manner hereinbefore authorised, to every member, except those Members who (having no registered address in Ireland) have not supplied to the Company an address in Ireland for the giving of notices to them and to the Auditor for the time being of the Company.
60. Members who have no registered address in Ireland and have not supplied to the Company an address in Ireland for the purpose aforesaid shall not be entitled to receive notices of General Meetings.