

**THE COMPANIES ACTS 1963 - 2006**

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

**ARTICLES OF ASSOCIATION**

**OF**

**THE CATHOLIC INSTITUTE FOR DEAF PEOPLE**

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**PRELIMINARY**

1. The regulations contained in Table C in the first schedule to the Companies Act, 1963 (as amended by the Companies Acts 1963 - 2006) shall apply to the Company subject to the alterations herein contained and shall so far as is not inconsistent with these presents bind the Company.

**INTERPRETATION**

2. In these Articles the following words shall have the following meanings (unless inconsistent with the context in which they are used);-
  - "The Acts" means the Companies Acts 1963 - 2006;
  - "The Directors" means the Directors for the time being of the Company or the Directors present at a meeting of the Board of Directors and includes any person occupying the position of Director;
  - "Chairman" means any person appointed by the President to perform the duties of Chairman of the Board of Directors;
  - "Secretary" means any person appointed to perform the duties of the Secretary of the Company ;
  - "The Seal" means the common seal of the Company;
  - "The Board" means the Board of Directors of the Company.

Expressions referring to writing shall, unless the contrary appears be construed as including reference to printing, lithography, photography and any other modes (excluding fax) of representing or reproducing words in a visible form.

Unless the contrary intention appears, words or expressions contained in these articles

shall bear the same meaning as in the Acts or any statutory modification thereof in force at the date on which these Articles become binding on the Company.

## **MEMBERS**

3. The number of members with which the Company proposes to be registered is 11 but the Board may from time to time register an increase of members.
4. The Directors of the Company for the time being shall be the members of the Company.
5. A member of the Company shall forthwith cease to be a member when another Director has been appointed in his or her place.

## **PATRONS**

6. The Roman Catholic Archbishops and Bishops of Ireland shall be patrons of the Company.

## **THE PRESIDENT**

7. The Roman Catholic Archbishop of Dublin for the time being or sede vacante the administrator of the Roman Catholic Archdiocese of Dublin shall be the President of the Company.

## **THE DIRECTORS**

8. (i) Unless and until the Company in general meeting shall otherwise determine, the number of Directors shall not be less than two nor more than twenty.
- (ii) The first directors of the Company shall be the persons named in the Statement delivered pursuant to Section 3 of the Companies (Amendment) Act, 1982.
- (iii) The Board of Directors shall be comprised of the following:
  - (a) The President of the Company;

- (b) The Chairman of the Board, who shall be appointed by the President;
- (c) Such other persons as shall be eligible for appointment or re-appointment;

(iv) The President shall have power at any time and from time to time to appoint fifteen members of the Board of Directors of the Company, to remove any person so appointed and to appoint another person in the place of the person so removed.

(v) The Directors shall have power at any time and from time to time to appoint five members of the Board of Directors of the Company, to remove any person so appointed and to appoint another person in the place of the person so removed.

(vi) Each Director shall hold office for a maximum period of three years from the date of his/her appointment. On the expiration of each three year period he/she shall retire. A retiring Director shall be eligible for re-election in accordance with the aforementioned provisions.

(vii) The Board shall ensure that a representative percentage of those appointed as Directors shall be deaf.

(viii) The composition of the Board shall facilitate development of working relationships with other organizations working on behalf of deaf persons and otherwise reflect the ethos of the Company.

9. The Chairman may delegate a Director to preside at any meeting as Vice-chairman in his absence, failing which the Board shall appoint from its Directors appointed by the President the person to preside at any meeting as Vice-Chairman.

## **PROCEEDINGS OF THE DIRECTORS**

- 10. i) Ordinary meetings of the Board shall be held at intervals of not more than 3 calendar months and the quorum for such meetings shall be one third of the total number of Directors for the time being.
- ii) The Chairman may call a special meeting of the Board at any time. The Secretary may do so on a written request, signed by at least 5 Directors, stating the reason therefor. At least 7 days notice of such meetings shall be given to each Director and the quorum for such a meeting shall be two thirds of the Directors for the time being.
- iii) At all meetings of the Board decisions shall be made by a majority of votes, but where there is an equality of votes the Chairman, or in his absence the Vice Chairman, shall have a second or casting vote.

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

11. (i) The business of the Company shall be managed by the Board which may pay all expenses

incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not by the Acts or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Acts and of these Articles and subject to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting: but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.

- (ii) The Board may from time to time or 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 discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
- (iii) The Board may delegate any of its powers to Committees consisting of such members of the Board as it shall 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.
- (iv) The Board may from time to time make, alter or rescind such Bye-Laws as it may deem necessary for the administration of the affairs of the Company, and the conduct of its business. Provided that the Bye Laws shall not be inconsistent with these Articles or with the Memorandum of Association, and that the making, alteration or rescission thereof does not amount to such an alteration of or addition to the Articles as could only legally be made by a special resolution of the Company.
- (v) The Board shall cause minutes to be made in books provided for the purpose of recording:-
  - (a) All appointments of officers made by the Board.
  - (b) the names of the Directors present at each meeting of the Board and of any Committee of the Board.
  - (c) all resolutions, decisions and proceedings at all meetings of the Board and of the Committees of the Directors established under Article 11 (iii).
- (vi) The Board of the Company shall be responsible to the President to whom an Annual Report shall be furnished.

## **DISQUALIFICATION OF DIRECTORS**

12. The office of Director or Chairman shall be vacated if the Director or Chairman
- (i) Without the consent of the Company in general meeting holds any other office or place of profit under the Company; or
  - (ii) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his or her creditors generally; or
  - (iii) becomes prohibited from being a Director by reason of an order made under the Acts; or
  - (iv) becomes of unsound mind; or
  - (v) resigns his or her office by notice in writing to the Company; or
  - (vi) is convicted of an indictable offence unless the Board of Directors otherwise determines; or
  - (vii) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his or her interest in manner required by Section 194 of the Companies Act 1963, as amended; or
  - (viii) is absent from ordinary meetings of the Board without the consent of the Chairman for a period of more than 6 months.

## **GENERAL MEETINGS**

13. (i) All General meetings of the Company shall be held in the State.
- (ii) An Annual General Meeting shall be held not later than the 30<sup>th</sup> day of June, in each calendar year to consider the annual report and audited statement of accounts for the previous calendar year and for the other purposes mentioned in Regulation 10 of Table C of the Companies Act 1963, as amended (other than the election of directors of the Company).

## **CHIEF EXECUTIVE AND STAFF**

14. (i) A Chief Executive shall be appointed by the Board on such terms and conditions as it considers appropriate.
- (ii) The Chief Executive shall be responsible to the Board for executing and carrying into effect the policies of the Board on a day to day basis and shall exercise all necessary functions in that behalf.

15. The Board shall have power to employ senior executive staff on such conditions as it considers desirable and to terminate their employment. Subject to same the said staff shall be under the direction and control of the Chief Executive.

### **THE SECRETARY**

16. (i) The Secretary of the company shall be appointed by the Board upon such terms and conditions as the Board may think fit. Any Secretary so appointed may be removed by the Board. In addition to his or her functions and obligations under the Acts, the Secretary shall be responsible for
- (a) The issue of notice of meetings at least seven days in advance thereof together with the agenda and where appropriate copies of decisions reached at the previous meeting.
  - (b) The recording in minute books of resolutions, decisions and proceedings of meetings of the Board, of meetings of Committees of the Board and general meetings of the members of the Company.
- (ii) A provision of the Acts requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting as both Director and as or in place of the Secretary.

### **THE SEAL**

17. (i) The Board shall provide for the safe custody of the seal.
- (ii) The seal shall be used only by a resolution of the Board incorporated in the Minutes, and in the presence of two Directors at least who shall sign every instrument to which the seal is affixed and every such instrument shall be countersigned by the Secretary or some other person appointed by the Board for the purpose

### **AUDIT**

18. Auditors shall be appointed and their duties regulated in accordance with the Acts.

## **AUDIT COMMITTEE**

19. (i) Members of the Audit Committee shall be appointed by the Board. The Committee shall be comprised of a minimum of three members, each of whom shall be independent non-executive Directors and at least one of whom shall have recent and relevant financial experience. If in the immediately preceding three years, any of the nominated Directors shall have been the Chairman of the Board or employees of the Company, they shall not be qualified for appointment to the Audit Committee.

(ii) The Board shall appoint the Chairperson of the Committee. In the absence of the Committee Chairperson and/or an appointed deputy, the remaining members present shall elect one of their number present to chair the meeting.

(iii) Appointments to the Committee shall be for a period of up to three years, which may be extended for two further three-year periods, provided the Directors remain independent.

20. Written terms of reference for the Audit Committee shall be reviewed and adopted by the Board on an annual basis.

21. The duties of the Audit Committee shall include:

(i) ensuring a framework of accountability and appropriate standards of corporate governance and keeping under review the effectiveness of compliance and control systems within the Company;

(ii) advising the Board on the appointment of Auditors, liaising with the Auditors, monitoring the effectiveness of the audit process, reviewing any audit issues arising, and advising the Board accordingly;

(iii) reporting annually on its activities to the Board.

22. (i) Only members of the Committee shall have the right to attend meetings of the Committee. However, other individuals such as the Chairman of the Board, Chief Executive and other Directors, as appropriate, and representatives of the finance function may be invited to attend all or part of any meeting as and when considered appropriate.

(ii) The external auditors shall be invited to attend meetings of the Committee on a regular basis.

23. The duties, responsibilities and composition of the Committee shall always be such as would facilitate full and proper compliance with best practice in good corporate governance.

## **NOTICES**

24. A notice may be served on any member either personally or by sending it through the post by prepaid letter to such member at his registered address for service, if any.

25. Any notice served by post shall be deemed to have been served at the time when the letter containing the same would have been delivered in the ordinary course of the post, and in proving such service, it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the Post Office.
26. (i) Notice of every general meeting of members shall be given in any manner hereinbefore authorised to:-
- (a) Every member;
  - (b) The Auditor for the time being of the Company.
- (ii) No other person shall be entitled to receive notices of general meetings.

#### **MISCELLANEOUS**

27. The provisions of clause No.8 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were repeated in full in these Articles.



**THE COMPANIES ACTS 1963 -2006**  
**COMPANIES LIMITED BY GUARANTEE AND NOT HAVING**  
**A SHARE CAPITAL**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**THE CATHOLIC INSTITUTE FOR DEAF PEOPLE**

1. The name of the Company is the "The Catholic Institute for Deaf People ”.
2. The Company is intended to be the successor in Title to certain unincorporated bodies which have carried on the work of the body founded in 1845 under the patronage of the Roman Catholic Archbishops and Bishops of Ireland and known as .the Catholic Institution for the Deaf and Dumb Cabra and as such it is intended to be a charitable and non-profit making body deriving its inspiration from the mission of the Roman Catholic Church to spread the Kingdom of God upon Earth, and to lead people to salvation in Jesus Christ which inspiration has been sustained for more than 140 years by the dedication of the Dominican Sisters, the Irish Christian Brothers, the Vincentian Fathers and other communities involved in the education and pastoral care of deaf people and accordingly the objects for which the Company is established are:
  - (i) To engage in service to deaf people, those profoundly deaf and hard of hearing in Ireland (hereinafter referred to collectively as "deaf people ”).
  - (ii) To endow, foster, promote, support, operate, manage and assist the establishment carrying on or maintenance of schools for the education of deaf people, facilities for technical or higher education of deaf people, recreational and residential accommodation for the care of adult deaf people,
  - (iii) To ensure fruitful continuity of the National Chaplaincy for Deaf People being the body for the time being charged with the pastoral and religious care of deaf people.

And in furtherance of the aforesaid objects the Company shall have the following powers:-

- a) Power to acquire the assets liabilities privileges rights and obligations (contractual or otherwise) of the unincorporated body now known as the Catholic Institute for The Deaf and formerly known as the Catholic Institute for the Deaf and Dumb Cabra referred to above.
- b) Power to act as trustee and to accept and undertake any trust of which the Catholic Institute for The Deaf or the members of the Committee of that Institute is or are a trustee or trustees and the trusts of which are charitable and accord with the objects set out herein.
- c) Power to initiate promote support develop any society or organisation engaged in any activity or undertaking for the welfare or care for deaf people.
- d) Power to employ teachers, chaplains, social workers, instructors and other personnel for deaf people and provide all necessary or desirable or useful appliances, equipment, machinery, goods, supplies, materials and things for the provision of suitable educational training for deaf people.
- e) Power to provide educate and train personnel as may be deemed expedient for the furtherance of any or all of the objects of the Company.
- f) Power to provide expert advice, courses of instruction, tuition, lectures, films, videos, conferences, exhibitions and literature in relation to the above objects or any of them.
- g) Power to establish schools, clubs, training centres or work shops for the purposes of the said objects.
- h) With the prior approval of the Roman Catholic Archbishop of Dublin for the time being power to delegate from time to time to any Roman Catholic religious order or to any society or body of persons the operation and management of any school, house, club, training, centre, workshop, clinic or hall for deaf people for which the Company is responsible in accordance with these objects upon such terms and conditions as the Company may from time to time think fit and to revoke any such delegation at any time.
- (i) Power to invest any monies of the Company for and on behalf of the Company in such investments and in such manner as may from time to time be determined by the Board of the Company.
- (j) Power to hold, sell or deal with such investments and generally to sell purchase, take on lease or in exchange or otherwise acquire any real and personal property and right or privileges.
- (k) Power 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 on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.

- (l) Power to enter into guarantees or indemnities.
- (m) Power to borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of Debentures or Debenture Stock, perpetual or otherwise, and to secure the repayment of any money borrowed, raised, or owing, by mortgage, charge or lien upon the whole or any part of the Company's property or assets whether present or future, and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company of any obligation or liability that may be undertaken provided that no mortgagee or other legal person advancing money to the Company shall be concerned to enquire into the necessity or propriety of raising money or as to the amount required or the application thereof and to purchase redeem or pay off any such securities.
- (n) Power to adopt such means of making known the Company and its activities as may seem expedient and to encourage contributions to the funds of the Company in the form of donations, annual subscriptions or otherwise.
- (o) Power to sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the property undertaking rights or assets of the Company and for such consideration as the Company may think fit.
- (p) Power to apply for purchase or otherwise acquire any patents, brevets d'invention, licences, trade, marks, technology and know-how and the like conferring any exclusive or non-exclusive or limited right to use any secret or other information as to any invention or technology 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 required.
- (q) Power to enter into a partnership or into any arrangement for union of interests, co-operation, joint venture or otherwise with any, person body of persons company or other incorporated or unincorporated body or engage in any transaction capable of being conducted so as directly or indirectly to benefit the Company.
- (r) Power to grant pensions or gratuities (to include death benefits) to any officers or employees or ex-officers or ex-employees of the Company or the relations families or dependants of any such persons and to establish or support any non-contributory or contributory pension superannuation funds or any associations, institutions, clubs, building and housing schemes, funds and trusts which may be considered or calculated to benefit any such persons or otherwise advance the interests of the

Company or its members.

- (s) Power to promote a subsidiary Company or Companies with objects associated , with those of the Company and to subscribe for and hold capital therein the entire profit from such Company or Companies to be devoted to the Company.
  - (t) Power to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants, debenture, letters of credit and other negotiable or transferable instruments.
  - (u) Power to undertake and execute any trusts the undertaking whereof may seem desirable, whether gratuitously or otherwise.
  - (v) Power to join any federation union or association with a view to promoting the Company's activities and safeguarding the same.
  - (w) Power to do all or any of the above things as principal, agent, contractor, trustee or other wise, and by or through trustees, agents or otherwise and either alone or in conjunction with others.
  - (x) Power to accept, hold and receive any gifts or liens of real or personal property given devised or bequeathed by any person, Government Department, Local Authority or other public or private body and to employ the same for the purposes of the company.
  - (y) Power to do all such other things as may be deemed incidental or conducive to the attainment of the objects of the Company.
3. 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. No director shall be appointed to any office of the company paid by salary or fees, or receive any remuneration or other benefit or money or money's worth from the company. However, nothing shall prevent any payment in good faith by the company of:
- a. Reasonable or proper remuneration to any member or servant of the company (not being a Director) for any services rendered to the company.
  - b. interest at a rate not exceeding 5% 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. Fees, remuneration of other benefit in money or money's worth to any Company of which a director may be a member holding not more than one hundredth part of the issued capital of such Company.

**PROVIDED HOWEVER** that nothing contained herein shall prevent the payment of remuneration to the **Chairman**, for executive services to the company provided that his salary is commensurate with comparable positions in other similar organisations and provided that he/she is not present at the meetings of the Directors when his/her remuneration is discussed and voted upon.

4. No addition alteration or amendment shall be made to or in the provisions of the Memorandum and 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, Trade & Employment provided that in respect of clauses 3 and 8 of the Memorandum of Association, such approval shall be give only after consultation with the Minister for Finance.
5. The two preceding paragraphs of this Memorandum contain the conditions on which a licence is granted by the Minister for Enterprise, Trade & Employment to the company pursuant to Section 24 of the Companies Act 1963.
6. The liability of the members is limited.
7. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a member and of the costs charges and expenses of winding up such amount as may be required not exceeding €1.27.
8. If upon winding up or dissolution of the Company there remains, after the satisfaction all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to a body or bodies of persons (within the meaning of the Income Tax Acts) or trust established for charitable purposes only and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed upon the Company under and by virtue of clause 3 hereof such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provisions then to some charitable object.
9. True accounts shall be kept of all monies received and expended by the Company and the matters in respect of which such receipts and expenditure takes place, of all sales and purchases by the Company and of the property, assets and liabilities of the Company. Once at least in each year the accounts of the Company shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditors or auditors.

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

**Names, Addresses and Descriptions of Subscribers:**

1. Diarmuid O'Farrell, 42, Park View, Dublin 7. Vincentian Priest
2. Sr. Mary Nicholas Griffey, OP. St. Joseph's House for Deaf/Blind  
Brewery Road, Stillorgan, County Dublin.
3. Christopher Carroll, 39, Sycamore Road, Mount Merrion, County Dublin.  
Retired / Central Bank of Ireland.
4. Dermot J. O'Flynn, 8, Churchtown Drive, Dublin 14.
5. Louis J. Heelan, Inchavore, Kill Lane, Foxrock, Dublin 18.
6. Sr. Rosanne Doyle, O.P. Dominican Convent, Cabra, Dublin 7.
7. Br. J.P. Hannon, C.F.C. St. Joseph's School for Deaf Boys, Cabra.
8. Cecil Johnston, P.P. Parochial House, Dunmanus Road, Dublin 11.
9. Aidan Burke, P.P. 55, Lower Rathmines Road, Dublin 6.

Dated the 18th Day of February 1992.

Witness to the above signatures.

L.P. Booth,  
14 Castle Road, Clontarf, Dublin 3.