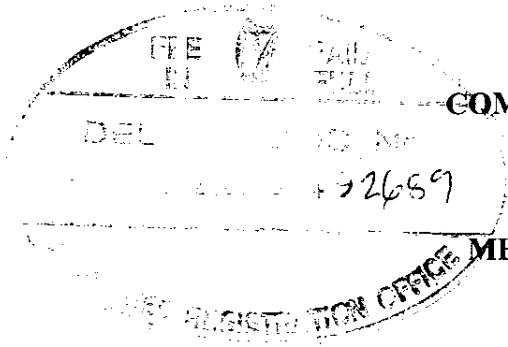


COMPANIES ACTS, 1963 to 1990

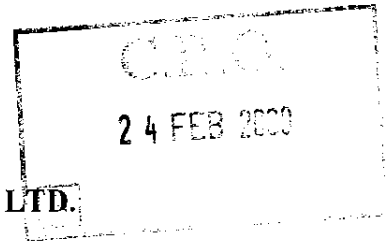


\_\_\_\_\_  
**COMPANY LIMITED BY GUARANTEE**  
\_\_\_\_\_

**MEMORANDUM OF ASSOCIATION**

**OF**

**FETTERCAIRN YOUTH HORSE PROJECT LTD.**



1. The name of the company is Fettercairn Youth Horse Project Limited, hereinafter called "The Company".
2. The Main objects for which the Company is established are to promote and create opportunities for formal and informal educational and vocational development and employment of young people and young adults by creating an enclosed and controlled grazing and stabling facility for horses in the Fettercairn area
3. The following are subsidiary objects in furtherance of the main objects:
  - (a) to provide young people with the opportunity to develop skills in relation to animal welfare, stable management and horse riding
  - (b) to provide services for young people from the Fettercairn Community
  - (c) to improve the educational perspective of animal handling specifically aimed at addressing the problem of wandering horses
  - (d) to empower members of the local community - adult leaders of the Fettercairn Youth Horse Project, to develop and run a worthwhile and culturally appropriate project for their young people
  - (e) to co-operate and form the necessary partnerships with local community groups; statutory and voluntary agencies and private bodies
  - (f) to facilitate networking between similar projects so that the Fettercairn Youth Horse Project Limited may become a prototype for other communities

- (g) to explore the possibility of developing social enterprises around the horse industry - saddlery / harness-making; blacksmithing; blanket-making
  - (h) to prepare proposals for funding and ensure adequate funding to carry out the main objects of the company
  - (i) to do all other things as are incidental or conducive to the attainment of the main objects of the company
- 4 In carrying out its main objects, the Company shall have regard to the physical, mental and spiritual well-being of the community, in particular of those who participate in any way in the activities of the Company or of enterprises supported by the Company.
- 5 The income and property of the company, whencesoever derived, shall be applied solely towards the promotion of the main objects of the company 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 the company.

Provided that nothing herein shall not prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the company, or to any member of the company, in return for any services actually rendered to the company, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the company: but so that no member of the council of Management or Board of Directors of the company shall be appointed to any salaried office of the company or any office paid by fees or other benefit in money or money's worth shall be given by the company to any member of such Council of Management or Board of directors, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the company; provided that the provision last aforesaid shall not apply to any payment to any payment to any Company of which a member of the Council of Management or Board of Directors may be a member, and 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 of profits he may receive in respect of any such payment.

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 the same being wound up while s/he is a member or within one year after s/he ceases being a member, 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, and for the adjustment of the rights of the contributories themselves, such amount as may be required not exceeding one pound.

- 8 Each member will only be entitled to cast one vote when any resolution is put or ballot conducted, irrespective of the amount of monies, assets or guarantees that s/he or it has loaned or contributed in any way to the Company.
- 9 If upon the winding up or dissolution of the company 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 the company but shall be given or transferred to some or other charitable institution or institutions having main objects similar to the main objects of the company as may be determined by a General Meeting or, insofar as the assets are not transferred, shall be held for charitable purposes.
10. Clauses in the Memorandum of Association shall only be altered by a Special resolution which is hereby defined as one passed by a majority of not less than three-fourths of the members voting in person at a General Meeting of which no less than 21 clear days notice has been given specifying the purpose for which the meeting has been called; proxy voting is not permissible.
11. No addition, alteration or amendment shall be made to or in the provision of this Memorandum for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.
12. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

We, the several persons whose names, addresses and descriptions are below subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association.

### **NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS**

---

**John Phelan**  
Carpenter  
17 Kilmartin Crescent  
Fettercairn  
Dublin 24

**Noel Rochford**  
Carpenter  
1 Kilcarraig Close  
Fettercairn  
Dublin 24

**Paul Byrne**  
Voluntary Youth Worker  
9 Kilmartin Park  
Fettercairn  
Dublin 24

**Sheilann Monaghan**  
Community Links Worker  
20 Woodstock Park  
Knocklyon  
Dublin 16

**Eleanor Lalor**  
Enterprise Worker  
1 Culmore Park  
Palmerstown  
Dublin 20

**Charles Schorman**  
Irish Field Manager  
The Bungalow  
Burrow Road  
Stepaside  
Dublin 18

**Dara Larkin**  
Town Planner  
70 Silchester Park  
Dun Laoghaire  
Co Dublin

**Vincent Byrne**  
Craftsman  
9 Kilmartin Park  
Fettercairn  
Dublin 24

**Caroline Byrne**  
Sales Assistant  
43 Drumcairn Avenue  
Fettercairn  
Dublin 24

**Vivian O Hanlon**  
Firefighter

317 The Lawn  
Belgard Heights  
Dublin 24

**Declan Phelan**  
Apprentice Electrician

17 Kilmartin Crescent  
Fettercairn  
Dublin 24

---

**DATED THE      DAY OF      2000**

WITNESS TO THE ABOVE SIGNATURES:

**COMPANIES ACTS, 1963 to 1990**

---

**COMPANY LIMITED BY GUARANTEE**

---

**ARTICLES OF ASSOCIATION**

**OF**

**FETTERCAIRN YOUTH HORSE PROJECT LIMITED**

---

The regulations contained in or incorporated in Table c in the First Schedule to the Companies Acts 1963 to 1990 (hereinafter called "Table C") shall apply to the Company and together with the Regulations of the Company save so far as they are hereby varied or excluded.

1. In these articles:

"the Act" means the Companies Acts 1963 to 1990 and any Act amending, extending or replacing them and every Act for the time being in force regulating companies.

"the Seal" means the Common Seal of the Company

"Secretary" means any person appointed to perform the duties of the Secretary of the Company

"The Board" means all those persons appointed to performs the duties of Directors of the Company

"The Company" means Heat and Energy Action Tallaght Limited.

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**

2. The number of members with which the company proposes to be registered is 7 but the Board may from time to time register an increase of members.
3. The first members of the Company shall be the Subscribers to the Memorandum of Association.

4. The annual subscription, if any payable by the members shall be determined from time to time by the Board and shall be payable on acceptance into membership for the calendar year in which acceptance takes place and thereafter shall be payable on the 1<sup>st</sup> day of January in each year.
5. The Board may admit to membership:
  - (a) individuals who are 18 years or over, who are interested in furthering the work of the company, who have been accepted as Members by the Board and who have paid the annual subscription as laid down from time to time by the Board;
  - (b) National and Voluntary or other non-profit organisations, whether corporate or unincorporated, which demonstrate subscription to the aims and objects of the company, which are interested in furthering the said work and have paid the annual subscription as mentioned previously.
6. Every application for membership shall be considered by the Board at its first meeting after the application was made or as soon thereafter as is practicable. Any applicant who is refused admission to membership may require that the question of their application be considered by the next meeting of the General Meeting of the Company whose decision on the matter shall be final. When refusing any application for membership, the Board shall ensure that the applicant is aware of his/her right of appeal under the provisions of this Article.

#### REGISTER OF MEMBERS

7. The Company shall keep a Register of Members containing the name and address of every member, the date on which s/he became a member and the date on which s/he ceased to be a member. Every member shall either sign a written consent to become a member or sign the Register on becoming a member.

#### GENERAL MEETINGS

8. All general meetings shall be held within the State.
9. The Company shall hold its first Annual General Meeting within 18 months of the incorporation of the Company, and thereafter each year and within fifteen months of the preceding Annual General Meeting and shall be held at such time and place as is determined by the Board, so long as the meeting is called within three months or ninety days of the completion of the Annual Audit.
10. All general meetings, other than annual general meetings shall be called extraordinary general meetings.
11. The Board may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by section 132 of the Act 1963.

12. In case of an extraordinary general meeting called in pursuance of a requisition, no business other than that stated in the requisition as the object of the meeting shall take place.
13. Twenty-one days notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution and fourteen days notice in writing at the least of every other general meeting (exclusive in every way of the day on which it is served or deemed to be served and the day which it is given) specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of the business.
14. Notice of every General Meeting shall be given in writing to every member of the Company and to the Auditors and shall be given personally or sent by post to each member at the address recorded in the Register of Members and to other persons at their Registered Office.
15. Accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any Resolution passed, or proceeding at any meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

16. All business shall be deemed special that is transacted at an extraordinary General Meeting.
17. Votes may be given personally and no member shall have more than one vote.
18. Every member and such other persons as receive notice shall be entitled to attend and speak at a General Meeting.
19. No business shall be transacted at a General Meeting unless a quorum of members is present. Fifty per cent plus one of membership, or five (5) members, or whichever is greater, shall be a quorum.
20. If within half an hour from the time appointed for the meeting a quorum is not present, it shall stand adjourned until the same day in the next week at the same time and same place or otherwise as the company may decide in the General Meeting, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, then the meeting shall be dissolved.
21. The Chairperson of the Board shall preside at all meetings of the Company. At any General Meeting where the Chairperson is not present within thirty minutes of the time appointed for the meeting, the members present shall choose one of their number to be Chairperson at that meeting, whose function shall be to conduct the business of the meeting in an orderly manner.
22. 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 from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Where a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of the 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.

23. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a secret ballot is, before or on the declaration of the result of the show of hands, demanded by at least two persons present in person.
24. In the case of equality of votes, whether on a show of hands or on a ballot, the Chairperson shall have a second or casting vote.
25. Any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person, whether a member or not, as his/her proxy, to attend and vote in their place, and a proxy so appointed shall have the same rights as the member but each member may appoint only one proxy.
26. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his/her attorney duly authorised, or trustee, guardian or committee.
27. The proxy in the prescribed form shall be deposited at the registered offices of the company at least 48 hours prior to the time of the meeting or the time appointed for the taking of the poll, otherwise the proxy shall not be valid.

## BOARD

28. The first Board shall be appointed by the Subscribers to the Memorandum of Association, and they shall hold office until the first Annual General Meeting of the Association at which all shall be eligible for re-election.  
At every subsequent Annual General Meeting all the Board of Directors shall retire from office, but shall be eligible for re-election.
29. Board membership may be increased at various stages throughout its term, and at the discretion of Board members, to include directors, appointed by co-option. Such co-options will be subject to ratification by the members of the company at the following AGM.
30. A person shall not be eligible to serve (or continue to serve, as the case may be) as a member of the Board if s/he:
  - (a) is an undischarged bankrupt or makes any arrangement or composition with

his/her creditors generally; or

- (b) has been and remains prohibited from being a director of any company by reason of any order made under the Companies Act 1990 or has been within the previous 5 years a person to whom section 150 of the Companies Act 1990 applies; or
- (c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his/her property and affairs; or
- (d) resigns his/her office by written notice to the company; or
- (e) is directly or indirectly interested in any contract with the company and fails to declare the nature of his/her interest as required by section 194 of the Companies Act 1963.
- (f) a Board member shall not vote in respect of any contract in which s/he is interested or any matter arising thereout, and if s/he does so vote his/her vote will not be counted.

31. A proxy shall be as shown hereunder:

..... Company limited

I/We..... of..... being a member of the above named Company hereby appoint..... of ..... as my proxy to vote for me/us on my/our behalf at the (annual or extraordinary as the case may be) general meeting of the Company to be held on the..... day of 19.....

Signed this..... day of..... 19.....

Signature.....

#### POWERS AND DUTIES OF THE BOARD

- 32. A member of the Board failing without reasonable excuse to attend three consecutive meetings may be deemed to have resigned from the Board and the place may be filled by co-option.
- 33. The business of the company shall be managed by the Board who may pay all expenses incurred in the formation of the company, and may exercise all such powers of the company as are not required to be exercised in general meeting. Any such requirement may be imposed by the Companies Acts or by these Articles, made by the company in general meeting; 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.
- 34. The Board shall cause minutes to be made in books provided for the purpose:

- (a) of all appointments of officers made by the Board;
  - (b) of all names of Board Members present at each Board meeting;
  - (c) of all resolutions and proceedings of all members of the company, and of the Board and any sub-committees.
35. Questions arising at a Board meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairperson shall have a second or casting vote.
36. The quorum necessary for the transaction of the business of the Board shall be not less than five (5).

#### SECRETARY

37. The secretary shall be appointed by the Board for such term and upon such conditions as the Board may think fit; and any secretary so appointed may be removed by it.

#### THE SEAL

38. The Seal shall only be used by the authority of the Board of directors and every instrument to which the Seal shall be signed by a member of the Board of Directors and shall be countersigned by a second member of the Board of Directors. Every such application of the Seal shall be minuted.

#### ACCOUNTS

39. The Board shall cause proper books of account to be kept relating to:
- (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 sales and purchase of goods by the Company;
  - (c) The assets and liabilities of the Company;

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

The books of account shall be kept at the office, or subject to section 147 of the Act, at such other place as the Board think fit, and shall at all reasonable times be open to the inspection of any member of the Board.

40. At the Annual General Meeting in every year the Board shall lay before the Company a proper Income and expenditure Account for the period since the last preceding Account(or in the case of the first account since the

incorporation of the Company) made up to a date not more than four months before such meeting together with a proper Balance Sheet made up to the same date. Every such Balance Sheet shall be accompanied by proper Reports of the Board and the Auditors, and copies of such Account, Balance Sheet and Reports (all of which shall be framed in accordance with the Statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereon or to accompany the same shall not less than 21 clear days before the date of the meeting, be sent to the Auditors and to all persons entitled to receive notice of General Meetings in the manner in which Notices are hereinafter directed to be served. The Auditor's Report shall be open to inspection and to be read before the meeting.

#### AUDIT

41. Once at least in every 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 Auditor or Auditors.
42. Auditors shall be appointed and their duties regulated in accordance with sections 160 to 163 of the Act.

#### SOCIAL AUDIT

43. A social audit of the Company's activities shall, by resolution of a General Meeting, be undertaken tri-annually in addition to the financial audit required by law. The role of the social audit shall be to identify the social costs and benefits of the Company's work, and to enable an assessment to be made of the Company's overall performance in relation to its objects more easily than can be made from financial accounts alone.

Such a social audit may be drawn up by an independent assessor appointed by the Board, or by the Board who may submit their report for verification or comments to an independent assessor.

A social audit may include an assessment of the internal democracy and decision-making of the Company; the wages, health and safety, skill sharing and educational opportunities of its employees, or other matters concerning their overall personal or job satisfaction; and an assessment of the Company's activities externally, including its effects on users and suppliers, on people in the same or similar field of activity, and on persons residing in areas where the Company is located.

#### APPLICATION OF SURPLUS PROFIT

44. The surplus of the Company shall be applied in the following ways, in such proportions and in such manner as may be recommended by the Board and

approved at the Annual General Meeting:

- (a) First to create a general cash reserve for the continuation and development of the company;
- (b) second, to make bonus payments to its employees and to make payments for social and charitable purposes in furtherance of its objects and provided by Clause 5 of the memorandum of Association.

#### WAGES AND WELFARE

- 45. The terms and conditions of the contracts of employment of employees shall be determined by the Board.
- 46. The Company shall respect the rights of employees to be members of trade unions, and shall offer employees all facilities for trade union work as may be determined by statute, and as the Company from time to time agree.

#### AMENDMENT OF ARTICLES

- 47. No addition, alteration or amendment shall be made to or in the provisions of these Articles for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

#### DISSOLUTION

- 48. Clause 7 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

## NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

---

**John Phelan**  
Carpenter  
17 Kilmartin Crescent  
Fettercairn  
Dublin 24

**Noel Rochford**  
Carpenter  
1 Kilcarraig Close  
Fettercairn  
Dublin 24

**Paul Byrne**  
Voluntary Youth Worker  
9 Kilmartin Park  
Fettercairn  
Dublin 24

**Sheilann Monaghan**  
Community Links Worker  
20 Woodstock Park  
Knocklyon  
Dublin 16

**Eleanor Lalor**  
Enterprise Worker  
1 Culmore Park  
Palmerstown  
Dublin 20

**Charles Schorman**  
Irish Field Manager  
The Bungalow  
Burrow Road  
Stepaside  
Dublin 18

**Dara Larkin**  
Town Planner  
70 Silchester Park  
Dun Laoghaire  
Co Dublin

**Vincent Byrne**  
Craftsman  
9 Kilmartin Park  
Fettercairn  
Dublin 24

**Caroline Byrne**  
Sales Assistant  
43 Drumcairn Avenue  
Fettercairn  
Dublin 24

**Vivian O Hanlon**  
Firefighter  
317 The Lawn  
Belgard Heights  
Dublin 24