

**COMPANIES ACT 2014**

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

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**CONSTITUTION  
OF  
AN ÓIGE  
(IRISH YOUTH HOSTEL ASSOCIATION)**

**Adopted by Special Resolution of the Members on 21st of May 2026.**

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**MEMORANDUM OF ASSOCIATION  
OF  
AN ÓIGE  
(IRISH YOUTH HOSTEL ASSOCIATION)**

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**1. Name**

The name of the Company is **AN ÓIGE (IRISH YOUTH HOSTEL ASSOCIATION)**.

**2. Company Type**

The Company is a company limited by guarantee, registered under Part 18 of Companies Act 2014.

**3. Main Objects**

The main objects for which the Company is established (the “**Main Objects**”) are:

- (a) to inspire a love and appreciation of the countryside to all persons, particularly among young people, by offering safe, affordable, and comfortable hostel accommodation during their travels and promoting and providing a variety of outdoor and physical education activities; and
- (b) to foster an appreciation of Ireland’s cultural, environmental, natural and historical heritage;

**4. Subsidiary Objects**

As objects incidental and ancillary to the attainment of the Main Objects, the Company shall have the following subsidiary objects (the “**Subsidiary Objects**”):

- (a) to collaborate with other organisations for the following purposes:-
  - (i) to preserve the natural beauty of the countryside; and
  - (ii) to protect, secure and mark rights of way and other footpaths;
- (b) to collaborate with similar associations in other countries; and

- (c) to take any additional steps deemed necessary to further the above-mentioned Subsidiary Objects.

## 5. Powers

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

- (a) to furnish and provide the Company's property with such furniture implements, machinery and conveniences as the Company may think desirable;
- (b) to provide gardens, greenhouses and grounds for recreation and amusement;
- (c) to raise funds and help raise funds for any charitable purpose;
- (d) to carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above Main Objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests;
- (e) to make, draw, accept, endorse, execute, issue, discount, and otherwise deal with promissory notes, bills of exchange, bills of lading, warrants, debentures, cheques, letters of credit, circular notes and other negotiable or transferable instruments;
- (f) to establish and support or aid in the establishment and support of any charitable association or institution, trust or fund, and to subscribe or guarantee money for any charitable purpose which the Company shall consider calculated to promote its Main Objects;
- (g) to collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid;
- (h) to make applications on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind;
- (i) to apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Objects;
- (j) subject to the Income and Property clause hereof, to employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Objects;

- (k) to solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, gift, contribution or fund, including by means of payroll giving or other similar arrangements, and including (but so as not to restrict the generality of the foregoing) the holding of lotteries in accordance with the law for the purpose of promoting the Main Objects, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund;
- (l) to insure the property of the Company against any foreseeable risk in its full value and take out other insurance policies to protect the Company when required;
- (m) to insure any or all of the Directors against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided he or she acted in good faith and in the performance of his or her functions as charity trustee (as defined in the Charities Act, 2009);
- (n) to apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired;
- (o) to acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or interest, whether immediately or reversionary, and whether vested or contingent: any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances and to hold and farm and work or manage or to sell, let, alienate, mortgage, lease or charge land, house property, shops, flats, maisonettes, reversions, interests, annuities, life policies and any other property real or personal, movable or immovable, either absolutely or conditionally and either subject to or not to any mortgage, charge, ground rent or other rents or encumbrances and to pay for any lands, tenements, hereditaments or assets acquired by the Company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner;
- (p) to guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principal amounts and interest of any person, firm or company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company;

- (q) to carry on any other business which may seem to the Company capable of being conveniently carried on in connection with its Main Objects;
- (r) to purchase or otherwise acquire and carry on the whole or any part of the business property, goodwill and assets of any company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the Company, or possessed of property suitable for the purposes of the Company, and as part of the consideration for any of the acts or things aforesaid or property acquired to undertake all or any of the liabilities of such company or to acquire an interest therein, amalgamated with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition or for mutual assistance with any such company and to give, issue or accept cash or any shares, debentures or other securities that may be agreed upon, and to hold and retain and sell, mortgage and deal with any shares, debentures or securities so received;
- (s) to promote any company for the purpose of acquiring all or any of the property or liabilities of the Company, or if undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of or render more profitable any property, assets or business of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company;
- (t) to accumulate capital for any purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally. Prior permission to be obtained from the Revenue Commissioners where it is intended to accumulate funds for a period in excess of two (2) years;
- (u) to enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's Main Objects, and to obtain from any such government or authority, any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (v) to carry on alone or in conjunction with others any other trade of business which may in the opinion of the Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company in pursuance of the Main Objects;
- (w) to found, subsidise, and assist any charitable funds, associations or institutions calculated to promote or assist the Main Objects;

- (x) to establish and maintain links with international and national organisations having similar objectives;
- (y) to enter into a partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, company, society, trust or other partnership whose objects are solely charitable, carrying on or engaged in, or are about to carry on or engage in, any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and which prohibits the distribution of income and assets to at least as great a degree as the Company by virtue of the Income and Property clause hereof and to guarantee the contracts of, otherwise assist any such person, company, society, trust or other partnership, and to take over or otherwise acquire shares, stock, debentures, or debenture stock and securities of any such person, company society, trust or other partnership, and to sell, hold, reissue with or without guarantee or otherwise deal with same;
- (z) to borrow and raise money in such manner as may be considered expedient, and to issue debentures, debenture stock and other securities, and for the purpose of securing any debt or other obligation of the Company to mortgage or charge all or any part of the property of the Company, present or future, and collaterally or further to secure any securities of the Company by a trust deed or other assurance;
- (aa) to secure the payment of money by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charged upon, or by mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, and generally in such other manner and on such terms as may seem expedient, and to issue any of the Company's securities, for such consideration and on such terms as may be thought fit, including the power to pay interest on any money so raised or borrowed: and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem or pay off any such securities;
- (bb) to create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the Company, or for depreciation of works or stock, or any other purpose to advance the Company's Main Objects;
- (cc) to grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part

30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the Company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the Company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects;

- (dd) to promote freedom of contact and to resist, insure against, counteract and discourage interference therewith to join any lawful federation, union, association or party and to contribute to the funds thereof, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company or any other trade or business or providing or safeguarding against the same, or resisting or opposing any strike movement or organisation which may be thought detrimental to the interest of the Company or its employees and to subscribe to any association or fund for any such purposes;
- (ee) to invest and deal with monies and property of the Company not immediately required in such manner as will most effectively provide funds for the advancement and promotion of the purposes aforesaid and this power shall include power from time to time to vary any investments made thereunder;
- (ff) to co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Objects
- (gg) to invest in such ways as shall seem desirable to the Directors any moneys of the Company not immediately required for the use in connection with its Main Objects and to place any such moneys on deposit with bankers and others; subject nevertheless as regards the making of investments to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided; prior permission to be obtained from the Revenue Commissioners where the Company intends to accumulate funds over a period in excess of 2 (two) years for any purposes;
- (hh) to procure the registration or incorporation of the Company in or under the laws of any place outside Ireland;
- (ii) to pay all or any expenses of and incidental to or incurred in connection with the formation and incorporation of the Company;
- (jj) to pay all or any expenses of and incidental to or incurred in connection with the raising of the Company's loan capital, or to contract with any person, or Company to pay the

same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any debentures or securities of the Company;

- (kk) to do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Objects;
- (ll) to do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone or in conjunction with others.

**PROVIDED THAT:**

- (a) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;
- (b) nothing hereinbefore contained shall be construed as including in the purposes for which the Company has been established any purposes which are not charitable according to law

and it is hereby declared that in the construction of this clause, the word “company”, except where used in reference to this Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa.

**6. Income and Property**

- (a) The income and property of the Company shall be applied solely towards the promotion of Main Objects as set forth in this Constitution. 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.
- (b) No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money’s worth from the Company.
- (c) However, nothing shall prevent any payment in good faith by the Company of:

- (i) reasonable and proper remuneration to any servant of the Company (not being a Director) for any services rendered to the Company;
- (ii) interest at a rate not exceeding 1% (one per cent) above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors of the Company to the Company;
- (iii) reasonable and proper rent for premises demised and let by any Director of the Company to the Company;
- (iv) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
- (v) fees, remuneration or 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;
- (vi) nothing shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with Section 89 of the Charities Act, 2009 (as for the time being amended, extended or replaced).

## **7. Additions, Alterations or Amendments**

The Company must ensure that the Charities Regulator has a copy of its most recent Constitution. If it is proposed to make an amendment to the Constitution of the Company which requires the prior approval of the Charities Regulator, advance notice in writing of the proposed changes must be given to the Charities Regulator for approval, and the amendment shall not take effect until such approval is received.

## **8. Winding Up**

If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other charitable institution or institutions having Main Objects similar to the Main Objects of the Company. The institution or institutions to which the property is to be given or transferred shall

prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of the Income and Property clause hereof. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object with the agreement of the Charities Regulator. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

## **9. Limited Liability**

The liability of the members is limited.

## **10. Undertaking to Contribute**

Every member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while he or she is a member or is wound up within 1 (one) year after the date on which he or she ceases to be a member, for

- a) payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and the costs, charges and expenses of winding up; and
- b) the adjustment of the rights of the contributories among themselves,

such amount as may be required not exceeding €1.

## **11. Keeping Accounts**

Annual audited accounts shall be kept and made available to the Charities Regulator, and on request to the Revenue Commissioners.

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**ARTICLES OF ASSOCIATION  
OF  
AN ÓIGE  
(IRISH YOUTH HOSTEL ASSOCIATION)**

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**PRELIMINARY**

In these Articles:-

**DEFINITIONS AND INTERPRETATIONS**

a) In these Articles the following words shall mean:

“**the Act**” means the Companies Act 2014, including any statutory modifications, amendments, or re-enactments thereof from time to time;

“**Association**” means the unincorporated association (the organisation that existed prior to the incorporation of the Company known as ‘*An Óige (Irish Youth Hostel Association)*’);

“**Board**” means the board of Directors of the Company;

“**Committees**” means the committees of the designated regional and activity groups within the Company (namely the Cork Regional Group, the Environmental Conversation Group, the Photography Group and the Friends of Glenmalure Group). Such Committees are formed to oversee and facilitate specific activities in line with the Company’s objectives. Such Committees are appointed by Members who participate in the relevant activity group and are not appointed by the Board. All members of a Committee must be Members of the Company;

“**Company**” means the above-named company;

“**Directors**” means the appointed Directors for the time being of the Company who have the right to attend a meeting of the Board and includes any person occupying the position of Director by whatever name called;

**“Junior Associates”** means individuals under the age of 18 who participate in the Company under the terms set out in Articles 2 to 12;

**“Life Members”** means individuals who have been granted life membership of the Company as determined by the Board in accordance with Article 18 (a) Life Members are entitled to all rights and privileges of membership, without the requirement to pay annual membership fees;

**“Members”** means individuals who participate in the Company under the terms set out in Articles 13 to 24;

**“Secretary”** means any person appointed to perform the duties of the Secretary of the Company pursuant to Article 78;

**“Sub Committees”** means committees that may be established from time to time by the Board, comprising of Directors and may also include external individuals who are not Members of the Company. At any given time, there shall be at least 1 Director on any given Sub-Committee;

**“writing”** means all forms of communication including but not limited to electronic means (including email) and information on websites

- b) Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.
- c) 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.
- d) A reference to one gender includes a reference to each other gender.
- e) The “optional provisions” of Parts 1-14 of the Act as referred to at Section 1177(2) of the Act, shall apply to the Company save and except to the extent that such provisions are modified or excluded expressly or by implication of these Articles.
- f) These Articles shall apply save and to the extent that they are inconsistent with the “mandatory provisions” of Parts 1-14 of the Act as defined in Section 1177(2) of the Act.

## MEMBERSHIP

1. The Company shall have two categories of participation. These categories are as follows: -
  - (a) Junior Associates; and
  - (b) Members

### *Junior Associates*

2. Junior Associate membership is open to individuals under the age of 18 who agree to abide by the rules of the Company relating to Junior Associates (including but not limited to the Company's policies on child protection and age restrictions, as implemented and amended by the Company from time to time) and the applicable provisions set out in these Articles. For the avoidance of doubt, Junior Associates are not Members of the Company.
3. Junior Associate membership of the Company shall be constituted by acceptance of the rules of the Company, by the payment of an associate subscription fee and the entry of each Junior Associate's details in the register of junior associates of the Company (the "**Register of Junior Associates**").
4. The rights of Junior Associates shall be personal to that Junior Associate and shall not be transferable by his or her own act or by operation of law.
5. Junior Associates shall pay an annual associate subscription fee (the "**Junior Associate Fee**"), the amount of which shall be fixed and varied from time to time by the Board.
6. Junior Associate membership begins on the day an individual is entered into the Register of Junior Associates and expires on the same date the following year, as recorded in the Register of Junior Associates.
7. Any Junior Associate who fails to pay the Junior Associate Fee and renew their Junior Associate membership with the Company by its expiry date as set out in the Register of Junior Associates shall cease to be a Junior Associate of the Company and will no longer be entitled to any benefits or privileges associated with the Company's Junior Associate membership.
8. Any Junior Associate who reaches the age of 18 years of age or more and pays the applicable annual membership subscription fee for Members shall be admitted as a Member of the Company and that individual's details shall be entered into the register of members of the Company and shall be removed from the Register of Junior Associates.

9. Junior Associates shall have no entitlement to receive notice of, attend, speak or vote at general meetings of the Company.
10. Junior Associates shall be entitled to all benefits associated with the Company's membership, including, but not limited to, access to discounted accommodation applicable to locations throughout Ireland as well as internationally and the opportunity to participate in the Company's activity groups subject always to the rules of the Company relating to Junior Associates (including but not limited to the Company's policies on child protection and age restrictions, as implemented and amended by the Company from time to time).
11. Junior Associates shall cease participation in the Company in the following circumstances:
  - (a) upon the death of the Junior Associate;
  - (b) if the Junior Associate revokes their Junior Associate membership by providing written notice to the Company.
12. If a Junior Associate ceases to participate in the Company under any of the circumstances outlined in Article 11 above, they shall immediately cease be entitled to any benefits or privileges associated with the Company, including but not limited to access to discounted accommodation and participation in the Company's activity groups. All rights and entitlements linked to the Junior Associate status shall terminate immediately upon cessation.

### ***Members***

13. The initial members with which the Company is registered shall comprise of the subscribers to the Memorandum and Articles of Association of the Company.
14. A Member's Membership of the Company shall be constituted by acceptance of the rules of the Company, by the payment of an annual subscription fee and the entry of each Member's details in the register of members of the Company (the "**Register of Members**").
15. The rights of Members shall be personal to that Member and shall not be transferable by his or her own act or by operation of law.
16. Members shall pay an annual subscription fee (the "**Membership Fee**"), the amount of which shall be fixed and varied from time to time by the Board.
17. Annual membership begins on the day an individual is entered into the Register of Members and expires on the same date the following year, as recorded in the Register of Members.
18. The following individuals shall be admitted as Members of the Company:

- (a) individuals who were Life Members (as of 30 September 2007) of the Association as well as any individuals granted life membership thereafter;
  - (b) individuals who were members of the Association in the years 2006 and 2007 who had reached the age of 18 years;
  - (c) Junior Associates who have reached the age of 18 years and who pay the Membership Fee;
  - (d) Individuals granted membership at the Board's discretion, in accordance with the Company's rules; and
  - (e) any individual aged 18 years or older who pays the Membership Fee.
19. For the avoidance of doubt any persons admitted to the membership of the Company pursuant to Article 18 (a) or Article 18(d) above shall not be required to pay a Membership Fee or renew a subscription for membership of the Company.
20. Members shall have full rights to receive notice of, attend, speak, and vote at general meetings of the Company.
21. Any Member who fails to pay the Membership Fee and renew their membership with the Company by its expiry date as set out in the Register of Members shall cease to be a Member of the Company and will no longer hold the rights or privileges associated with that individual's membership.
22. Where a Member, subsequently pays the Membership Fee to the Company after the expiry of their Membership, as recorded in the Register of Members for that year, he or she shall be considered to be a Member of the Company and will re-gain all rights and privileges they held prior to the expiry of their Membership.
23. A Member's membership shall be terminated in the following circumstances:
- (a) upon the death of the Member;
  - (b) if the Member resigns their membership by providing written notice to the Company.
24. If a Member ceases to participate in the Company under any of the circumstances outlined in Article 23 above, they will immediately no longer hold the rights or privileges associated with that individual's membership. All rights and entitlements linked to the Member's status shall terminate immediately upon cessation.

## ANNUAL GENERAL MEETINGS

### *General Provisions for Meetings*

25. The Company shall in each year hold a general meeting as its 'Annual General Meeting', in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. Not more than 15 (fifteen) months shall elapse between the date of one Annual General Meeting of the Company and that of the next.
26. All general meetings of the Company, other than Annual General Meetings, shall be called 'Extraordinary General Meetings' and the Company shall specify the meeting as such in the notice calling it.
27. Subject to the provisions of the Act, the Secretary of the Company shall summon an Extraordinary General Meeting of the Company within 1 (one) month of receiving a request, signed by at least 75 (seventy-five) Members, specifying the matter or matters of interest to the Company which it is proposed to discuss and/or vote upon at that meeting.
28. The notice of each general meeting shall specify the place, agenda (which shall be prepared by the Chairperson in consultation with the Chief Executive Officer of the Company), the date and the time of the meeting and in the case of a proposed special resolution, the text or substance of that proposed special resolution and the general nature of the business to be transacted at the meeting. 28 (twenty- eight) days' notice of such meeting shall be given in writing to the Members of the Company. The quorum at all general meetings of the Company shall be 20 (twenty) Members present in person.
29. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

### *Conduct of Meetings*

30. At the commencement of each general meeting, the Secretary shall read aloud the notice convening that meeting, followed by the reading of the minutes of the previous meeting. Once the minutes have been confirmed as an accurate record and signed by the Chairperson, no amendments shall be permitted. Discussion on the minutes shall be limited solely to matters concerning their accuracy. Members may, however, raise questions on issues arising from the minutes, provided such questions are for the purpose of seeking information only.
31. The business of each general meeting shall consider any notices of motion which have been adequately included on the agenda for that meeting. After the conclusion of this business, announcements may be then made on behalf of the Board.

The business of each Annual General Meeting shall include the consideration of the Company's annual report presented by the Chairperson and the statement of accounts together with an auditor's report. After the conclusion of this business, announcements may then be made on behalf of the Board.

### ***Speeches***

32. Members addressing any general meeting shall be restricted to one contribution of no more than 3 (three) minutes per discussion, except when speaking on a point of order or to offer clarification. The Chairperson may require a speaker to conclude their remarks prior to the expiration of the allotted time if, in the Chairperson's opinion, the speaker is being repetitious or irrelevant to the matter under discussion.
33. If time permits, and subject to the discretion of the Chairperson, each meeting may conclude with a structured discussion on minor matters affecting Members. However, no major issue shall be raised for discussion unless it has been the subject of a properly submitted notice of motion and included on the agenda for the relevant meeting. The ruling of the Chairperson on whether an issue constitutes a major issue requiring formal notice shall be final and binding.

### ***Authority of the Chairperson***

34. The Chairperson (as appointed in accordance with Article 77) shall have discretion to vary the order of business as set out in the agenda to any general meeting. All rulings made by the Chairperson shall be final and shall not be subject to discussion. The Chairperson shall rule out of order all matters that do not pertain to the question before the meeting or to the business of the meeting.
35. In cases where exceptional or unforeseen circumstances interfere with the orderly conduct of any general meeting, the Chairperson may suspend proceedings for a specified period. Should the business of the meeting remain incomplete due to time constraints or other significant reasons, the Chairperson may declare the meeting adjourned. In such an event, the Board shall determine and communicate the date, time, and venue of the adjourned meeting.

### ***Extraordinary General Meetings***

36. At an Extraordinary General Meeting, the proposer of any motion shall be permitted up to 7 (seven) minutes to present the motion and 5 (five) minutes to respond to the debate thereon. Other Members may speak for up to 3 (three) minutes on the motion or any question arising therefrom. All motions must be stated in clear terms.

37. Any amendment must be directly relevant to the motion. Amendments must be submitted in writing to the Chairperson, be duly seconded, and only 1 (one) amendment shall be discussed at any given time. Where an amendment is adopted, it shall replace the original motion and become the substantive motion, which may then be subject to further amendment.

### ***Closing Remarks***

38. Upon the conclusion of any speech, a Member may, with the approval of the Chairperson, move without debate: "That the question be now put." If seconded, the motion shall be put immediately. If carried, the motion or amendment under discussion shall be put to a vote without further debate.
39. Alternatively, a Member may move, again with the Chairperson's approval, "That the meeting proceed to the next business." If seconded and carried during debate on an amendment, the meeting shall return to consider the main motion. If carried during debate on the main motion, the meeting shall proceed to the next item on the agenda. The Chairperson may, at his discretion, decline to accept either motion if it appears to infringe on the rights of the minority, if the matter under discussion has not been adequately debated, or if the motion appears to constitute an abuse of the rules governing the conduct of meetings in accordance with the provisions of this Constitution .

### ***Suspension of Meeting Rules***

40. In cases of urgency, any Member may propose the suspension of the meeting rules relating to general meetings, clearly stating:
- a) the nature and urgency of the business to be considered; and
  - b) the duration of the proposed suspension, which shall not exceed fifteen 15 (fifteen) minutes.

If the motion is seconded, the Chairperson may accept it and shall inform the meeting that the suspension shall only be approved if supported by a two-thirds majority of the Members present and voting.

## **DIRECTORS**

41. The business of the Company shall be managed by the Directors who sit together as the Board, who may exercise all such powers of the Company as are not by the Act or these Articles required to be exercised by the Company in general meetings. The Directors shall be responsible to the Members of the Company for the proper conduct of the business of the Company and the maintenance and good order of the property and assets of the

Company. The Board shall have power to make rules for the conduct of its business and to regulate the use of the Company's hostels.

42. The Company shall not have less than 4 (four) Directors and not more than 11 (eleven) Directors at any given time. The following individuals shall be appointed as Directors to the Board:
  - (a) 4 (four) persons elected from the floor at a given annual general meeting having been appointed in accordance with the requirements of Articles 63 to 73 ("the **Elected Directors**"); and
  - (b) 7 (seven) co-opted persons appointed by the Board as needed, who shall possess a certain level of skill, experience and knowledge in keeping with the pursuit of the Company's Main Objects ("**Co-Opted Directors**"). For the avoidance of doubt appointed Co-Opted Directors may be Members of the Company.
43. The suitability of any person appointed as a Co-Opted Director above shall be solely determined by the Board and the Board shall also determine the duration of their term as Director.
44. The Board may, at any time and at its sole discretion, remove a Co-Opted Director from his or her position by a simple majority vote of the Board.
45. The Board shall meet at least 8 (eight) times per year. The quorum necessary for the transaction of business of the Directors at all meetings of the Board shall be 4 (four).
46. The remaining Directors may continue to act notwithstanding any vacancy in their number. However, if and so long as their number is reduced below the number fixed by or pursuant to the Act as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
47. A meeting of the Directors or of a Committee established by the Directors may consist of a conference between some or all of the Directors or, as the case may be, members of the Committee who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and –
  - (a) a Director or member of the Committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and
  - (b) such a meeting shall be deemed to take place –

- (i) where the largest group of those participating in the conference is assembled;
- (ii) if there is no such group, where the chairperson of the meeting then is;

if neither sub-paragraph (i) or (ii) applies, in such location as the meeting itself decides.

## **POWERS AND DUTIES OF DIRECTORS**

- 48. The Board may co-opt members to fill vacancies on the Board caused through death or resignation or any other cause. Where such co-opted members are replacing Directors elected under Article 42 (a), they shall retire before the date of the Annual General Meeting of the Company that follows their appointment.
- 49. The Board shall have power to invite advisors to attend and speak at meetings of the Board should specific advice be needed by the Board and/or the Company.
- 50. The Board may invite members of senior management staff of the Company to attend meetings when the Board requires particular or specific information.
- 51. The Board may request written reports from Sub Committees and staff of the Company.
- 52. The Board may, when it considers that it is in the best interests of the Company to do so, appoint any person, who need not be a Member of the Company, to the role of Patron of the Company (the “**Patron**”), to assist in raising the public profile of the Company. The Patron can only be appointed by unanimous resolution of the Board for such term and under such conditions as the Board may decide. The Board may at any time terminate the appointment of any person as Patron.
- 53. Any question to be decided by the Board shall be decided by the majority of the votes of those present and voting. The Chairperson shall have a deliberative and a casting vote.
- 54. The Board shall have power to appoint, remunerate, and dismiss such staff as it considers necessary for carrying out the work of the Company.
- 55. The Board may, at any time, delegate one or more of its members to attend meetings of any Committee, Sub-Committee or regional group of the Company, and such delegates shall have the right to address the said meetings.
- 56. The Board shall have power to refuse any application for membership of the Company and to terminate or suspend the membership of any Member of the Company on any grounds

that appear sufficient to it.

57. The Board shall appoint annually a firm of auditors to examine the books and audit the accounts of the Company.
58. The Directors may from time to time appoint one person who is not a Director of the Company to the office of Chief Executive Officer (the “CEO”) for such period and on such terms as to remuneration and otherwise as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment. The CEO shall receive such remuneration whether by way of salary, commission, or partly in one way and partly in another, as the Directors may determine.
59. The Directors may entrust to and confer upon the CEO any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.
60. The CEO shall be entitled to reasonable notice of all meetings of the Board they are invited to. The CEO shall, when invited, attend and speak at meetings of the Board but shall not have the right to vote.
61. The Board shall have the power to suspend from membership of the Board or any Committee appointed by the Board any member or other person who in the opinion of the Board guilty of conduct prejudicial to the Company. No such suspension shall be valid or effective unless it is decided by not less than two-thirds of members of Board, present and voting, by secret ballot at a meeting of the Board to which due and reasonable notice of the proposed suspension will have been given.
62. The Board may, in special circumstances, grant honorary life membership of the Company to any person(s) as it thinks fit.

## APPOINTMENT OF ELECTED DIRECTORS

63. Election of members to the Board as permitted under Article 42 (a) above shall take place at the Annual General Meeting of the Company. Only Members of the Company shall be eligible to (1) nominate candidates for election to the Board as Elected Directors (2) vote in the elections for Board members and/or (3) be elected to the Board themselves. Voting regarding elections to the Board shall conclude 30 (thirty) minutes after the actual time of commencement of the Annual General Meeting.
64. Board members elected at the Annual General Meeting, being Elected Directors under Article 42 (a) may be appointed for a maximum of three (3) elected terms, each consisting of a 4 (four) year duration (each a “**Term**”). Elected Directors shall retire in order of their first election to the Board of the Company. Where more than one Elected Director was elected at the same time, those to retire shall (unless otherwise decided amongst themselves) be determined by lot. Should, for any reason, the number of Elected Directors fall below 4 (four), then no Elected Director is required to retire and an election shall be held at the following Annual General Meeting to bring the number of Elected Directors back to 4 (four).
65. Any person who serves as an Elected Director for a Term may continue for a second consecutive Term without a break. However, upon completing the second consecutive Term, the Elected Director shall only be eligible for reappointment to the Board after a minimum break of 1 (one) year before commencing a Third Term as an Elected Director.
66. The Company in general meeting may appoint any person to be a Director, either to fill a casual vacancy or, subject to Article 42, as an additional Director.
67. Candidates for appointment as an Elected Director must be nominated by five Members of the Company, each of whom shall sign a nomination form and state his membership number in the Company. A statement signed by the candidate that he is willing to act as a Director of the Company, if elected, must accompany the nomination. Nominations to the Board must be sent to the Secretary at the registered office of the Company, not later than 2 p.m. on the last working day of January prior to the Annual General Meeting (or such other date as may be determined by the Board from time to time and notified to the Members).
68. The ballot paper used for elections to the Board shall be in the form approved by the Board and shall be available for eligible electors at the Annual General Meeting.

69. Each elector is entitled to vote for the number of candidates for which there are vacancies on the Board. The candidates highest in the poll shall be elected, and in the event of there being candidates with an equal number of votes for the final place or places then lots shall be drawn to determine the outcome.
70. Voting shall be personal and not by proxy.
71. The counting of votes shall be carried out by not less than three scrutineers appointed by the Board from their body (the “**Scrutineers**”).
72. Members who wish to vote by post should apply to the Secretary at the registered office of the Company for a ballot paper enclosing a stamped addressed envelope. The completed form in the envelope provided must be returned to reach the Secretary not later than 2 p.m. on the eighth day prior to the Annual General Meeting.
73. The results of the election shall be announced by the Scrutineers before the close of the meeting and posted at the registered office of the Company.
74. Should any emergency arise which renders the holding of an election impossible on the prescribed date, the Secretary in consultation with the Chairperson shall make arrangements for holding the election on an alternative date.

#### **BORROWING POWERS**

75. The Board shall have the power to borrow by way of overdraft, term loan, loan account or otherwise from the Company’s bankers, with interest in the category of the accommodation granted on such amount of money either at one time or from time to time as it may deem proper, and to give security for such borrowings and the interest thereon by the issue of bills of exchange, promissory notes or other obligations or securities of the Company or by mortgage or charge upon all or any part of the property of the Company and make all such dispositions of the property of the Company or any part thereof and enter into such agreements in relation thereto as the Board may deem proper for giving such security.

#### **REGIONAL / ACTIVITY GROUPS**

76. The Board may, from time to time and at its absolute discretion, establish Regional Groups and/or Activity Groups, define the areas to which such groups relate, and prescribe any rules governing such groups as it deems appropriate.

## CHAIRPERSON

77. The Board shall elect one of the Directors to act as Chairperson of its meetings (the “**Chairperson**”) for a term of one year at the first meeting of the Board following each Annual General Meeting; but if no such Chairperson is elected, or if at any meeting the Chairperson is not present within 15 minutes after the time appointed for holding the same, then the Directors present at the relevant Board meeting shall choose one of their number to be Chairperson of that meeting. The Chairperson shall also act as Chairperson of the Annual General Meeting and of any Extraordinary General Meeting of the Company and shall have a deliberative and a casting vote. In his or her absence when a quorum has been assembled the Secretary or his nominated delegate shall designate a member of the Board to be the Chairperson.

## COMPANY SECRETARY

78. The Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by the Directors. Anything by the Act or these Articles required or authorised to be done by or to the Secretary may be done by or to any assistant or acting secretary, or if there is no assistant or acting secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors provided that any provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by it so being done by or to the same person acting both as Director and as, or in the place of, the Secretary.

## AMENDMENTS

79. No new article shall be added nor any existing article repealed or amended, except by resolution at a general meeting of the Company. Such resolution requires at least 21 (twenty-one) days’ written notice and must be approved by a majority of no less than three-quarters of those present and voting at the meeting.

## NOTICE

80. Any notice required to be given by the Company to any person (the “**Recipient**”) including but not limited to any Member, Director, or the Company’s auditors, under these Articles may be given by means of delivery, post, fax, electronic means (as defined in section 2(1) of the Act), website, or any other means of communication approved by the Directors to

the address or number of the Recipient as notified to the Company for such purpose (or if not so notified,

then to the address or number of the Recipient last known to the Company) including but not limited to the following methods:

- (i) by personal delivery to the Recipient;
- (ii) by post or by courier to the Recipient at the registered address of the Recipient or to such other address provided by the Recipient for that purpose;
- (iii) by email to the Recipient to an email address provided by the Recipient for such purpose
- (iv) by placing it on a website accessible to the intended Recipient and notice of the fact that the notice and any other relevant information and/or documentation are available on the website is sent by email to the email address referred to in (iii) above.

and such service of notice shall include, where appropriate, any other documentation or information required to accompany such notice including but not limited to, proxy forms, consent to short notice forms and the accounts for the Company required to be presented to the Members in general meeting.

81. Any notice so given shall be deemed, in the absence of any agreement to the contrary between the Company and the Recipient, to have been served:

- (i) at the time of delivery (or, if delivery is refused, then when tendered) in the case of delivery;
- (ii) at the expiration of 24 (twenty-four) hours after dispatch in the case of post and courier;
- (iii) at the expiration of 12 (twelve) hours after dispatch in the case of fax;
- (iv) if delivered, given or sent by electronic means (including email) at the time it was sent;
- (v) if delivered, given or sent by being made available or displayed on a website, when the Recipient received or is deemed to have received notice of the fact that the notice, document or other information is available on the website.