

COMPANIES ACT 2014

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

**CONSTITUTION
OF
LEAVE NO TRACE (IRELAND)**

Clark Hill Solicitors LLP
3rd Floor Percy Exchange
8-34 Percy Place
Dublin 4
D04 P5K3

CONSTITUTION
of
LEAVE NO TRACE (IRELAND)
MEMORANDUM OF ASSOCIATION

1. The name of the Company is Leave No Trace (Ireland).
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
3. The main objects for which the Company is established are:
 - 3.1 To benefit the community in Ireland by promoting responsible, sustainable and ethical use of the countryside, mountains, lakes, forests, seas and the natural environment of Ireland and, through the delivery, development, design and funding of educational programmes, to increase public awareness and to foster a greater understanding and appreciation of environmental sustainability and the environmental and ecological benefits of protecting the natural environment and of adopting responsible, sustainable and ethical values, practices and behaviour in those engaged in the pursuit of individual and group outdoor activities, recreation and pursuits.
4. The following objects are exclusively incidental and ancillary to the main objects set out above and these objects are to be used only for the attainment of those main objects and any income generated therefrom is to be applied for the main objects only.
 - 4.1 To promote responsible, sustainable and ethical outdoor recreation practice and to promote, educate and increase awareness of responsible, sustainable and ethical use of outdoor recreational resources, recreational spaces and the natural environment.
 - 4.2 To deliver, develop, design, research, fund and/or implement educational programmes concerning responsible, sustainable and ethical outdoor recreation practice in Ireland.
 - 4.3 To promote a better understanding of, to educate and keep the public, both at large and in its sectoral groups, informed of and to contribute towards fostering a greater understanding of the benefits of minimising the impact of recreation practice on the natural environment and of the need to protect and preserve the natural environment of Ireland for the benefit of future generations.
 - 4.4 Through collaboration, association, partnership and joint enterprise with Departments of Government, State Agencies, governing bodies of sports organisations and education, training and tourism organisations, provide leadership concerning the formulation and implementation of environmental sustainability and energy policies.
 - 4.5 To influence public debate, lobby, campaign for and promote sustainable energy and environmental policies which are environmentally friendly and minimise the impact of outdoor recreation practice on the natural environment and outdoor recreational spaces of Ireland.
 - 4.6 To develop, undertake and co-ordinate research with a view to creating a contemporaneous and relevant social and environmental database of knowledge, expertise and resources relating to environmentally friendly and sustainable outdoor recreational activities in Ireland.
 - 4.7 To promote the development of attitudes, awareness, sensitivities and a greater appreciation of the benefits of maintaining the integrity and quality of the natural environment of Ireland and promoting lifestyles, activities and recreations which are compatible with responsible, sustainable and ethical outdoor recreation practice.

- 4.8 To deliver ethical training programmes that promote thought and debate concerning the environment and develop competencies in the planning of environmental educational programmes and recreational curriculum design.
 - 4.9 To promote national and local models of environmental education which serve as an interdisciplinary tool to foster environmental sustainability, environmental competence and environmental literacy and develop a greater appreciation and understanding of the role of education in meeting environmental challenges.
 - 4.10 To broaden the workplace agenda with particular emphasis on the integration of responsible, sustainable and ethical outdoor environmental practices into the design and planning of outdoor recreational developments.
5. 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 in the promotion of the main objects:
- 5.1 To invite, solicit, collect, receive, hold and administer grants, donations, donations in kind, subscriptions, gifts and bequests of all kinds and raise funds and resources by any lawful means, including by way of events, raffles, lotteries, subscriptions, sponsorship or otherwise.
 - 5.2 To promote, advertise and make known the Company and its main objects, purposes and aims by such means as may be deemed expedient.
 - 5.3 To promote, encourage, fund or undertake study, research or learning and disseminate the results of such study, research or learning.
 - 5.4 To organise, fund, participate in or otherwise be involved in such conferences, public or private meetings and events, discussions and publications as may be deemed desirable or necessary.
 - 5.5 To produce, print and publish anything in written, oral or electronic or other media in furtherance of the main objects of the Company.
 - 5.6 To provide or procure the provision of services, training, consultancy, advice, support, counselling and guidance in furtherance of the main objects of the Company.
 - 5.7 To campaign and advocate at local, national and international level in furtherance of the main objects of the Company.
 - 5.8 To act as trustees of any property, real or personal, for any of the main objects of the Company, or for any other purpose that may seem conducive to the main objects of the Company.
 - 5.9 To carry on any business, which may seem to the Directors as capable of being conveniently carried on in connection with the main objects of the Company.
 - 5.10 To purchase, take on lease or in exchange, or otherwise acquire and hold for investment any estate or interest in any lands, buildings, easements, rights, privileges, concessions, grants and any real and personal property of any kind. To invest and deal with the moneys of the Company not immediately required and in such manner as from time to time may be determined.
 - 5.11 To construct, alter, provide, manage, maintain, furnish, fit and equip the Company's property and premises and any other structure or land which the Company may need for its purposes.
 - 5.12 To sell, improve, manage, develop, exchange, lease, hire, mortgage, dispose of, turn to account or otherwise deal with all or any part of the undertaking, property and rights of the

Company on such terms as the Company thinks fit and in particular (without limitation) either with or without the Company receiving any consideration or benefit.

- 5.13 To establish, regulate and discontinue franchises and agencies, and to undertake and transact all kinds of trust, agency and franchise business which an ordinary individual may legally undertake.
- 5.14 To buy, acquire, sell, manufacture, repair, convert, alter, take on hire, let on hire and deal in machinery, plant, works, implements, tools, rolling stock, goods, and things of any description.
- 5.15 To invest the capital or the moneys of the Company not immediately required for its purposes in the purchase or upon the security of shares, stocks, debentures, debenture stock, bonds, bills, mortgages, obligations and securities of any kind issued or guaranteed by any company, corporation or undertaking of whatever nature and wheresoever constituted or carrying on business and shares, stocks, debentures, debenture stock, bonds, bills, mortgages obligations and securities of any kind issued or guaranteed by any government, state, dominion, colony, sovereign, ruler, commissioners, trust, municipal, local or other authority or body of whatsoever nature wheresoever situated.
- 5.16 To raise and borrow money including, without limitation, by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock or other securities of any description and to redeem or pay off any such securities and to pay or provide for brokerage, commission and underwriting in respect of any such issue.
- 5.17 To secure or otherwise collateralise on such terms and in such manner as may be thought fit, any indebtedness or obligation of the Company, either with or without the Company receiving any consideration or benefit, whether by personal covenant of the Company, or by mortgage, charge, pledge, assignment, trust or any other means involving the creation of security over the whole or any part of the undertaking, property, assets, rights, goodwill and revenues of the Company of whatever kind, both present and future, or by any other means of collateralisation including, without limitation, by way of transfer of title to any such undertaking, property, assets, rights, goodwill and revenues.
- 5.18 To guarantee, support or secure, on such terms and in such manner as may be thought fit, the performance of any contract or obligation of or the repayment or payment of the principal amounts and interest of any debt of any association or undertaking or company or of any person (including, without prejudice to the generality of the foregoing, any company which is the Company's subsidiary or associated company) and to give indemnities of all kinds and to secure any such guarantee and any such indemnity in any manner including, without limitation, either with or without the Company receiving any consideration or benefit, by personal covenant of the Company, or by mortgage, charge, pledge, assignment, trust or any other means involving the creation of security over the whole or any part of or any part of the undertaking, property, assets, rights, goodwill or revenues (present and future) of the Company.
- 5.19 To advance and lend money or provide credit, grants and financial accommodation upon such security as may be thought proper, or without taking any security therefor either with or without the Company receiving any consideration or benefit.
- 5.20 To acquire and become registered proprietors of copyrights, patents, designs, secret processes, and trademarks and any other form of intellectual property and to licence or otherwise deal with such intellectual property in such manner as may be thought fit.
- 5.21 To make, draw, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other negotiable instruments provided always that nothing herein contained shall empower the Company to act as stock and share brokers or dealers.

- 5.22 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 provided always that prior permission shall be obtained from the Charities Regulator where it is intended to accumulate funds for a period in excess of two years.
- 5.23 To set aside income of the Company as a reserve against future expenditure and to create, maintain, invest and deal with any reserve or sinking funds of the Company for redemption of obligations of the Company or for depreciation of works or stock or any other purpose incidental to or conducive to the attainment of the main objects of the Company.
- 5.24 To promote, establish, co-operate with, become a member of, merge with or assist by advice or by the grant of loans, donations or gifts or otherwise or purchase or otherwise acquire and carry on the whole or any part of the business, property, goodwill and assets of any association, institution, company or body whatsoever and whether established or incorporated in Ireland or elsewhere where such body carries on or proposes 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 is 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 entity or to acquire an interest therein, amalgamate with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition or for mutual assistance with any such entity and to give, issue or accept cash or any shares, debentures or other securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received.
- 5.25 To co-operate with and/or enter into strategic alliances, joint ventures, partnerships or other similar arrangements with any association, institution, company or body whatsoever including without limitation, other charitable organisations, non-governmental organisations, government departments, state or semi-state bodies, local authorities and/or private enterprises whether incorporated in Ireland or elsewhere.
- 5.26 To establish subsidiary companies, branches, places of business or other similar entities in any part of the world as wholly owned subsidiaries of the Company or jointly with other persons, charitable organisations, non-governmental organisations, government departments, state or semi-state bodies, local authorities and/or private enterprises and to finance such entities by way of loan, share capital, capital contribution or otherwise.
- 5.27 To promote any company for the purpose of acquiring all or any of the property or liabilities of the Company, or 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.
- 5.28 To accept stock or shares in, or the debentures, mortgages or other securities of any other company in payment or part payment for any services rendered, or for any sale made to, or debt owing from any such company, whether such shares shall be wholly or only partly paid up, and to hold and retain or re-issue with or without guarantee, or sell, mortgage or deal with any stock, shares, debentures, mortgages or other securities so received, and to give by way of consideration for any of the acts and things aforesaid, or property acquired, any stock, debentures, mortgages or other securities of this or any other company.
- 5.29 To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's main objects, and to obtain from any such government, authority or company, any charters, contracts, decrees, rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions.
- 5.30 To procure the Company to be registered, recognised or incorporated in any foreign country, jurisdiction, dependency or place outside the State.

- 5.31 To open and operate banking accounts and other banking facilities.
- 5.32 To insure against any risks arising from the Company's activities.
- 5.33 To employ and remunerate such staff, officers and professional or their advisers (not being a director) as are necessary for carrying out the work of the Company.
- 5.34 Subject to Section 235 of the Companies Act 2014, to insure and arrange insurance cover for and to indemnify the Company's officers, directors, employees and all others acting within the authority of the Company against all such risks as may be thought fit and which are incurred in the course of the performance of official duties and to pay the cost of such insurance from the funds of the Company.
- 5.35 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, civil partners, 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 as amended from time to time 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 civil partner, 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.
- 5.36 To pay all or any expenses of, incidental to or incurred in connection with the formation and incorporation of the Company and the raising of any 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.
- 5.37 As an object of the Company and as a pursuit in itself or otherwise, and whether for the purpose of making a profit or avoiding a loss or for any other purpose whatsoever, either with or without the Company receiving any consideration or benefit, to engage in currency and interest rate transactions and any other financial or other transactions of whatever nature, including any transaction for the purposes of, or capable of being for the purposes of, avoiding, reducing, minimising, hedging against or otherwise managing the risk of any loss, cost, expense or liability arising, or which may arise, directly or indirectly, from a change or changes in any interest rate or currency exchange rate or in the price or value of any property, asset, commodity, index or liability or from any other risk or factor affecting the Company's business, including but not limited to dealings, whether involving purchases, sales or otherwise, in foreign and Irish currency, spot and forward exchange rate contracts, forward rate agreements, caps, floors and collars, futures, options, swaps, and any other currency interest rate and other hedging arrangements and such other instruments as are similar to, or derivatives of, any of the foregoing.
- 5.38 To obtain any Ministerial order or license or any provisional order or Act of the Oireachtas or charter for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's Constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 5.39 To accept stock or shares, or the debentures, mortgages or other securities of any other company in payment or part payment for any services rendered, or for any sale made to, or debt owing from any such company, whether such shares shall be wholly or only partly paid up, and to hold and retain or re-issue, debentures, mortgages or other securities so received, and to give by way of consideration for any of the acts and things aforesaid, or property acquired, any stock, shares, debentures, mortgages or other securities of this or any other company.

- 5.40 To act as managers, consultants, supervisors and agents of other companies or undertakings, and to provide for such companies or undertakings, managerial, advisory, technical, purchasing, selling and other services, and to enter into such agreements as are necessary or advisable in connection with the foregoing.
- 5.41 To do all such other things as may appear to the Company to be incidental or conducive to the attainment of the above main objects or any of them.
- 5.42 To do all or any of the above things in Ireland and 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 in partnership or conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's main objects by any person or company.

Provided that the Company shall neither support with its funds any object nor endeavour to impose on or procure to be observed by its members or others any regulation or restriction which, if an object of the Company, would make it a trade union.

In the construction of this Clause 5, 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 resident or domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa.

Provided always that the provisions of this Clause 5 shall be subject to the Company obtaining, where necessary, for the purpose of carrying any of its objects into effect, such licence, permit or authority as may be required by law.

6. The liability of the Members is limited.
7. Every Member of the Company undertakes to contribute to the assets of the Company if the Company is being wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member for:-
 - 7.1 the payment of the debts and liabilities of the Company contracted before he or she ceases to be a member and the costs, charges and expenses of winding up; and
 - 7.2 the adjustment of the rights of the contributories among themselves,such amount as may be required not exceeding one Euro.

WINDING UP

8. If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 9 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 shall be prepared and submitted that shall include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

INCOME AND PROPERTY

- 9.1 The income and property of the Company shall be applied solely towards the promotion of its main objects 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.

- 9.2 No director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:
- 9.2.1 reasonable and proper remuneration to any member, director, officer, or servant of the Company (not being a director) for any services rendered to the Company;
- 9.2.2 interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (EURIBOR) per annum on money lent by directors or members of the Company to the Company;
- 9.2.3 reasonable and proper rent for premises demised and let by any member of the Company (including any director) to the Company;
- 9.2.4 reasonable and proper out of pocket expenses incurred by any director in connection with his or her attendance to any matter affecting the Company;
- 9.2.5 fees, remuneration or other benefit in money's worth to any company of which a director may be a member holding not more than one hundredth part of the issued capital of such company;
- 9.2.6 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).

ADDITIONS, ALTERATIONS OR. AMENDMENTS

- 10.1 The Company shall ensure that the Charities Regulator is provided with a copy of its most recent Constitution. If it is proposed to make any amendment to the Constitution of the Company which requires the prior approval of the Charities Regulator, advance notice in writing of the proposed changes shall be given to the Charities Regulator for approval, and the amendment shall not take effect until such approval is received by the Company.
- 10.2 No addition, alteration or amendment shall be made to or in the provisions of this Memorandum of Association for the time being in force such that there would be non-compliance with the requirements of section 1180(1)(a) and (b) of the Companies Act 2014 as provided for in the provisions of this Memorandum of Association for the time being in force unless the same shall have been previously submitted and approved by the Registrar of Companies.

FINANCIAL STATEMENTS

11. Annual audited financial statements and appropriate accounting records of the Company shall be kept and made available to the Charities Regulator and the Revenue Commissioners on request.

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

Name	Address	Description	Signature
Coillte (William Murphy)	Dublin Road, Newtownmountkennedy, Co. Wicklow	Forestry Company	William Murphy
Countryside Recreation NI (Caro-lynn Ferris)	The Stableyard, Barnett Demesne, Belfast BT9 5PB	Outdoor Recreation Company	Caro-lynn Ferris
Cormac MacDonnell	Ivy Cottage, Oakfield Road, Sligo	Programme Executive Irish Sports Council	Cormac MacDonnell
National Parks and Wildlife Service	Wicklow Mountains National Park, Kilifin, Laragh, Co. Wicklow	Governmental Department	Ann Fitzpatrick
Mountain Meitheal	16, Huntstown Court, Mulhuddart, Dublin 15	Conservation Club	Seamus Walsh
Wicklow Uplands Council	Saville House, Saville Cross, Rathdrum, Co. Wicklow	Non-Governmental Sustainable Development Organisation	Helen Lawless
Duke of Edinburgh Award	28 Wellington Place, Belfast BT1 6GE	Youth Development Programme	Kate Thompson

Dated this 5th day of November 2008

Witness to the above signatures:-

Gavin Burke
Solicitor
The Forum
29-31 Glasthule Road
Glasthule
Co. Dublin

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

LEAVE NO TRACE (IRELAND)

PRELIMINARY

- 1.1 The optional provisions of the Companies Act 2014 (as defined in section 1177(2) of that Act) shall apply to the Company save to the extent that these Articles of Association are inconsistent with such optional provisions, in which case, the provisions of these Articles of Association shall prevail.
- 1.2 In these Articles:-
- "Act"** means the Companies Act 2014 (as amended or modified from time to time) and every other Act for the time being in force concerning companies and affecting the Company;
- "Associate Member"** means a member of the Company within the meaning of Article 5.2;
- "Board"** means the Board of Directors for the time being of the Company;
- "Chairperson"** means such one of the Directors for the time being holding office as the Chairperson;
- "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 by whatever name called;
- "Financial Statements"** means Financial Statements of the Company as defined in Article 78;
- "Office"** means the registered office for the time being of the Company;
- "Ordinary Member"** means a member of the Company within the meaning of Article 5.1;
- "Register"** means the register of members to be kept as required by section 169 of the Act (as modified by section 1201 of the Act);
- "Seal"** means the Common Seal of the Company;
- "Secretary"** means any person appointed to perform the duties of the Secretary of the Company;
- "these Articles"** means these Articles of Association as originally framed or as varied from time to time by special resolution.
- 1.3 Expressions in these Articles 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.
- 1.4 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 from time to time.

- 1.5 Unless the context otherwise requires, in these Articles, words importing any gender shall include all genders, the singular number shall include the plural and vice versa, and words importing persons shall include firms, companies and other bodies corporate.
- 1.6 The headings and captions included in these Articles are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of these Articles.
- 1.7 References in these Articles to any enactment or any section or provision thereof shall mean such enactment, section or provision as the same may be amended and may be from time to time and for the time being in force.
- 1.8 Expressions in these Articles referring to execution of any document shall include any mode of execution whether under seal or under hand.
- 1.9 Unless the context otherwise requires, references to a "member" refers to an Ordinary Member or an Associate Member, as the case may be, provided always that the latter's rights are limited as set out in Article 5.2 and any such reference shall be construed accordingly.
- 1.10 All references in these Articles to a body corporate shall include local authorities, associations and other organisations established or governed by Act of the Oireachtas irrespective of whether they are incorporated with separate legal personality.

MEMBERSHIP

2. For the purpose of registration of these Articles the number of members of the Company is declared to be 95 but the Directors may from time to time register an increase or decrease in the number of members provided always that there shall always be not less than 3 Ordinary Members.
3. Each of the original subscribers to the Memorandum of Association whose annual subscription for membership shall have been paid in accordance with Article 9.1 and whose name is registered in the Register and such other persons as the Directors shall admit to membership in accordance with these Articles and whose names are registered in the Register shall be members of the Company.
4. The Company shall have two types of members:-
 - 4.1 Ordinary Members; and
 - 4.2 Associate Members.
- 5.1 Ordinary Members shall be such persons as are approved by the Board and admitted to membership of the Company under the category designated for Ordinary Members at an annual subscription as determined by the Board.
- 5.2 Associate Members shall be such persons as are approved by the Board and admitted to membership of the Company under the category designated for Associate Members at an annual subscription as determined by the Board which shall be less than the annual subscription payable by Ordinary Members. Associate Members shall:
 - 5.2.1 not be eligible to be appointed as Directors nor shall they be entitled to nominate persons as Directors; or
 - 5.2.2 be entitled to receive notice of and to attend but not to vote at general meetings of the Company.
- 5.3 Any member of the Company at the date of the adoption of these Articles (other than a person who was at the date of the adoption of these Articles an associate member within the meaning of the Articles then in force) whose annual subscription for membership shall have been paid in accordance with Article 69 of such Articles and whose name is entered in the Register, shall be deemed to be an Ordinary Member within the meaning of these Articles as and from the date of their adoption.
- 5.4 Any Associate Member of the Company (within the meaning of the Articles in force at the date of the adoption of these Articles) whose annual subscription for membership shall have been paid in

accordance with Article 69 of such Articles and whose name is entered in the Register, shall be deemed to be an Associate Member within the meaning of these Articles as and from the date of their adoption.

- 6 No person shall be admitted to membership of the Company unless he, she or it shall have been approved by the Board and the Board shall have full discretion to refuse or to accept the application of any person to membership and shall not be obliged to give reasons in relation to any refusal to accept any person's application to membership. An application for membership shall be in writing in such form as the Board may from time to time adopt.
- 7 Subject to Article 5, every member shall subscribe annually such sum or other consideration as may be determined by the Board. No member having voting rights shall be entitled to vote unless all monies or other consideration immediately payable or due by him, her or it to the Company have been paid. The Board may in its absolute discretion accept a commitment by a member to provide services or such other consideration in money's worth in lieu of a sum of money as his or her annual subscription for membership and all references in these Articles to annual subscription sums shall be read and construed by reference to such services or such other consideration in money's worth.
- 8.1 Any member may, on his or her own application, terminate his or her membership of the Company on giving at least one month's previous notice in writing to the Board.
- 8.2 The Board shall, subject to the provisions of this Article, have power by resolution approved by not less than two-thirds of the Directors present and voting at a meeting convened for the purpose to expel from membership of the Company, any member who refuses or wilfully neglects to comply with any of these Articles (or any byelaws of the Company) or who has been guilty of such conduct as in the opinion of the Board either has rendered him or her unfit to remain as a member or whose continued membership would be injurious to the Company or where the Board considers that expulsion would be in the best interests of the Company. A member whose expulsion is to be considered by the Board pursuant to this Article shall receive not less than 21 days' notice in writing of such proposed expulsion and short particulars of the grounds thereof and upon such person giving notice in writing to the Board of his or her intention to appear shall be heard by the Board either in person or through a duly authorised agent but shall not be present at the voting or take further part in the proceedings otherwise than as the Board shall permit. Alternatively, or in addition, such person may submit a written statement which shall be taken into consideration by the Board.
- 8.3 Any termination or expulsion of membership pursuant to this Article shall not prejudice the right of the Company to recover subscriptions and all other monies which had become due and owing by such member to the Company during such person's membership in accordance with the provisions of these Articles.
9. Any member who shall fail to pay or otherwise provide his or her annual subscription or any part thereof within ninety days from the date when the same is payable, shall thereupon, in the absence of exceptional circumstances, cease to be a member of the Company and shall forfeit all the rights, privileges and benefits of membership but shall not thereby be relieved from any pecuniary liability which had already been contracted with the Company. The Board may in its absolute discretion deem certain circumstances so exceptional as to warrant the default of any defaulter, and in such circumstances may extend the period of ninety days to any period not exceeding six calendar months.
- 10.1 A member shall cease to be a member of the Company on the happening of any of the following events:
 - 10.1.1 in the case of an individual, on his or her death; or
 - 10.1.2 one month after giving notice in writing to the Board of such person's termination in accordance with Article 8.1; or
 - 10.1.3 in the case of an individual, on becoming adjudged bankrupt or any event equivalent or analogous thereto occurs, in the State or in any jurisdiction or he or she makes any arrangement or composition with his or her creditors generally; or

- 10.1.4 in the case of a body corporate, local authority, government department, or company, on its becoming insolvent or going into liquidation or on its having a receiver appointed over its assets or on its coming under the protection of the court; or
 - 10.1.5 on being expelled in accordance with Article 8.2; or
 - 10.1.6 on a member's annual subscription remaining unpaid as provided in Article 9.
- 10.2 Any member who or which shall cease to be a member under paragraphs 10.1.2, 10.1.3, 10.1.4, 10.1.5 or 10.1.6 of Article 10.1 shall be liable to pay or otherwise provide the subscription due by him or her up to the end of the relevant year in respect of which the subscription was due. In case any member shall refuse or fail to pay his or her subscription the same may be recovered by the Company as a simple contract debt.
11. The entry of a member's name in the Register shall be evidence of membership, and it shall not be incumbent on the Company to issue any certificate of membership.
12. The rights of a member shall be personal and non-transferable.
13. The rights and obligations attaching to any category of membership of the Company may be varied from time to time by a Special Resolution of the Company.

GENERAL MEETINGS

14. All general meetings of the Company shall be held in the State.
- 15.1 Subject to Article 15.2, 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 meetings as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next. Section 175(3) and (4) of the Act shall not apply to the Company while it has more than one member.
- 15.2 So long as the Company holds its first Annual General Meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Subject to Article 14, the Annual General Meeting shall be held at such time and at such place as the Directors shall appoint.
16. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
17. The Directors 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 178 of the Act (as modified by section 1203 of the Act). If at any time there are not within the State sufficient Directors capable of acting to form a quorum any Director or any two Ordinary Members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

18. Subject to Sections 181 and 193 (as modified by section 1208) of the Act an Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least and a meeting of the Company (other than an Annual General Meeting or an Extraordinary General Meeting for the passing of a special resolution) shall be called by 7 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify:
- 18.1 the place, the day and the time of the meeting;
 - 18.2 the general nature of the business to be transacted at the meeting;
 - 18.3 in the case of a proposed special resolution, the text or substance of that proposed special resolution; and

18.4 a statement relating to voting by proxy in accordance with section 181(5)(d) of the Act.

and shall be given, in the manner hereinafter mentioned to such persons as are, under the Articles of the Company and section 180 of the Act (as modified by section 1204 of the Act), entitled to receive notices from the Company.

19. The accidental omission to give notice of a meeting to, or the non- receipt of notices of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

20. Without prejudice to the powers of the Directors to include on the agenda of any Annual General Meeting such matters as they may, in their absolute discretion, think fit, the business of the Annual General Meeting of the Company shall include the following matters:

20.1 the consideration of the Company's statutory Financial Statements and the report of the Directors and the report of the statutory auditors on those Financial Statements;

20.2 the review by the members of the Company's affairs;

20.3 the election and re-election of directors;

20.4 the appointment or re-appointment of the statutory auditors; and

20.5 the authorisation of the directors to approve the remuneration of the statutory auditors.

21. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, three Ordinary Members present in person or by proxy shall be a quorum.

22. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

23. The Chairperson, if any, of the Board shall preside as chairperson at every general meeting of the Company, or if there is no such chairperson, or if he or she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairperson of the meeting.

24. If at any meeting no Director is willing to act as Chairperson or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be Chairperson of the meeting.

25. 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 any adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place. When a meeting is adjourned for 30 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 adjourned meeting or of the business to be transacted at an adjourned meeting.

26. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded: -

26.1 by the Chairperson, or

26.2 by at least three Ordinary Members present in person or by proxy or by a representative under Article 41, or

- 26.3 by any Ordinary Member or Ordinary Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all Ordinary Members having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn by the person or persons who have made the demand.

27. Except as provided in Article 29, if a poll is duly demanded it shall be taken in such a manner as the Chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
28. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
29. A poll demanded on the election of a Chairperson, or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairperson of the meeting directs, and any business other than that upon which a poll has demanded may be proceeded with pending the taking of the poll.
30. Subject to Section 193 (as modified by section 1208) of the Act, a resolution in writing signed by all the Ordinary Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act. Any such resolution may consist of several documents in the like form each one signed by one or more Ordinary Members for the time being entitled to attend and vote on such resolution at a general meeting.

VOTES OF MEMBERS

31. Where a matter is being decided (whether on a show of hands or on a poll), every Ordinary Member present in person and every proxy shall have one vote, but so that no Ordinary Member shall have more than one vote.
32. Each of the following:
- 32.1 an Ordinary Member of unsound mind;
- 32.2 an Ordinary Member who has made an enduring power of attorney;
- 32.3 an Ordinary Member in respect of whom an order has been made by any Court having jurisdiction in cases of unsound mind,
- may vote, whether on a show of hands or in a poll, by his or her committee, donee of an enduring power of attorney, receiver, guardian, or other person appointed by that Court, and any such committee, receiver, guardian, or other person appointed by that Court. Any such committee, donee of an enduring power of attorney, receiver, guardian or other person may speak and vote by proxy, whether on a show of hands or on a poll.
33. No Ordinary Member shall be entitled to vote at any general meeting unless all moneys immediately payable by him or her to the Company have been paid.
34. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.

35. Votes may be given either personally or by proxy.
36. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his or her attorney duly authorised in writing, or, if the appointer is a body corporate, either under seal of the body corporate or under the hand of an officer or attorney duly authorised in writing. A proxy need not be a member of the Company.
37. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. The depositing of the instrument of proxy referred to in this Article may also be effected in the manner referred to in section 183(7) of the Act.
38. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit: -

LEAVE NO TRACE (IRELAND) (the "Company")			
APPOINTMENT OF PROXY			
<p>[Name of Ordinary Member] of [address of Ordinary Member], being an Ordinary Member of the Company, (the "Member") hereby appoint/s [name of proxy] of [address of proxy] or failing him/her [name of alternative proxy] of [address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.</p> <p>The proxy is to vote as follows:</p>			
<p>Voting Instructions to Proxy (choice to be marked with an 'x')</p>			
Number and description of resolution:	In favour	Abstain	Against
1.			
2.			
3.			
<p>Unless otherwise instructed the proxy will vote as he or she thinks fit.</p>			
<p>Signature of Ordinary Member:</p>			
<p>Date:</p>			

39. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

40. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the appointer or revocation of the proxy or of the authority under which the proxy was executed, unless notice in writing of such death, insanity or revocation as aforesaid is received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS

41. Any body corporate which is a member of the Company may, by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he or she represents as that body corporate could exercise by reference to its category of membership if it were an individual member of the Company.

DIRECTORS

- 42.1 The Board shall consist of a minimum of 8 Directors and a maximum of 12 Directors.
- 42.2 No remuneration shall be payable under any circumstances to any of the Directors in respect of his or her services as Director, or on any committee of the Directors to which the Directors may delegate powers under Article 65. The Directors may be paid all travelling, hotel and other expenses reasonably incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.

BORROWING POWERS

43. The Directors may, subject to Article 44, exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

44. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and 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 meeting subject nevertheless to the provisions of the Act and of these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given (by special resolution) by the Company in general meeting. 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.
45. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, 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 Directors and under these Articles) and for such period and subject to such conditions as they 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 Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him or her.
46. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
47. The Directors shall cause minutes to be made in books kept for that purpose in accordance with section 166 of the Act of: -
- 47.1 all appointments of officers made by the Directors;

- 47.2 the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- 47.3 all resolutions and proceedings at all meetings of the Company, and of the Directors and of committees of Directors.

DISQUALIFICATION OF DIRECTORS

- 48 The office of Director shall be vacated immediately if the Director: -
- 48.1 holds any office or place of profit under the Company;
- 48.2 is adjudicated bankrupt, or any event equivalent or analogous thereto occurs, in the State or in any jurisdiction, or he or she makes any arrangement or composition with his or her creditors generally;
- 48.3 becomes prohibited from being a director of any company by reason of any provision of the Act, or an order made under the Act and in particular Part 14 of the Act or he or she otherwise becomes prohibited by law from being a Director;
- 48.4 in the written opinion, given to the Company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and is likely to remain so for more than six months;
- 48.5 resigns his or her office by notice in writing to the Company;
- 48.6 is convicted of an indictable offence unless the Directors otherwise determine;
- 48.7 is the subject of any Court declaration under section 819 of the Act;
- 48.8 is absent from meetings of the Board for six consecutive months without the permission of the Board, and the Board resolves that his or her office be vacated;
- 48.9 is directly or indirectly interested in any contract or arrangement with the Company and fails to declare the nature of his or her interest in the manner required by Article 49 and section 231 of the Act;
- 48.10 has served as a Director for a continuous period of nine years.
- 48.11 is disqualified from being a trustee of a charitable organisation pursuant to section 55(1) of the Charities Act 2009; or
- 48.12 is removed from office as a Director pursuant to Section 146 of the Act or Article 58.

CONFLICTS OF INTEREST

- 49 A member of the Board who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his or her interest at the meeting of the Board at which the question of entering into the contract or arrangement is first considered, if his or her interest then exists, or in any other case at the first meeting of the Board after he or she becomes so interested. A general notice given by a Director to the effect that:
- 49.1 he or she is a member of a specified company or firm and is to be regarded as interested in all transactions with such company or firm; or
- 49.2 he or she is to be regarded as interested in any transaction which may be made after the date of the notice with a specified person who is connected with him or her (within the meaning of section 220 of the Act);

shall be a sufficient declaration of interest under this Article, and after such a general notice is given it shall not be necessary to give any special notice relating to any subsequent transaction with such company or firm, provided that either the notice is given at a meeting of the Board or the Director giving the notice takes reasonable steps to ensure that it is brought up and read at the next meeting of the Board after it is given.

- 50 A Director may not vote at a meeting of the Board on any resolution concerning a matter in which he or she has, directly or indirectly, an interest or a duty or interest which conflicts or may conflict with the interests of the Company or any matter arising thereout and if he or she does so vote, his or her vote shall not be counted. Such Director shall not be counted in the quorum present at a meeting in relation to the resolution on which he or she is not entitled to vote.

ROTATION OF DIRECTORS

- 51 At every Annual General Meeting of the Company following the adoption of these Articles, one-quarter of the Directors for the time being, or if their number is not four or a multiple of four, then the number nearest one-quarter rounding down any fractions shall retire from office.
- 52 The Directors to retire in every year shall be those who have been longest in office since the last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
- 53 A retiring Director shall be eligible for re-election.
- 54 The Company, at the meeting at which a Director retires in the manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering him or herself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director has been put to the meeting and lost.
- 55 No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting unless, not less than three nor more than 21 days before the date appointed for the meeting, there has been left at the Office notice in writing, signed by 3 Ordinary Members duly qualified to attend and vote at the meeting for which notice is given, of their intention to propose such a person for election, and also notice in writing signed by that person of his or her willingness to be elected.
- 56 The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
- 57 The Directors shall have power at any time, and from time to time, to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with Article 42. Any Director so appointed shall hold office only until the next Annual General Meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.
- 58 The Company may by ordinary resolution, of which notice has been given in accordance with Section 146(3) of the Act, remove any Director before the expiration of his or her period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of contract of service between him or her and the Company.
- 59 The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 58. Without prejudice to the powers of the Directors under Article 57, the Company in general meeting may appoint any person to be a Director, either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he or she had become a Director on the day on which the Director in whose place he or she is appointed was last elected a Director.

PROCEEDINGS OF DIRECTORS

60. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided that the Board shall meet regularly and at least 4 times per year. Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of

votes, the Chairperson shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. All Directors shall be entitled to reasonable notice of any meeting of the Directors but, if the Directors so resolve, it shall not be necessary to give notice of a meeting of Directors to any Director who being resident in the State is for the time being absent from the State.

61. A meeting of the Directors or of a committee of the Board 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:
 - 61.1 a Director or member of a 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
 - 61.2 such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled, or, if there is no such group, where the chairperson of the meeting is then situate; and
 - 61.3 the word "meeting" where used in these Articles in the context of a meeting of the Directors or a committee of Directors shall be construed accordingly.
62. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be 5.
63. The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company 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.
- 64.1 The Directors shall elect a Chairperson of their meetings and determine the period (not exceeding a term of three years) for which he or she is to hold office, subject to a maximum period of three, three-year terms or terms not exceeding in aggregate nine years, after which he or she shall resign so as to allow the election of another member of the Board as Chairperson.
- 64.2 If no Chairperson has been elected as aforesaid or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairperson of the meeting.
65. The Directors may delegate any of their powers to committees consisting in whole or in part of such member or members of the Board as they think fit; any committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors. Such committees shall report all acts and proceedings to the Board as soon as reasonably practicable.
66. A committee shall elect a Chairperson of its meetings; if no such Chairperson is elected, or if at any meeting the Chairperson is not present within fifteen minutes after the time appointed for holding the same, the members present shall choose one of their number to be Chairperson of the meeting.
67. A committee may meet and adjourn as it thinks proper. Questions arising at any meetings shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairperson shall have a second or casting vote.
68. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall as regards all persons dealing in good faith with the Company, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
69. Subject to section 161(2), (3) and (4) of the Act, a resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors (or, in the case of a committee, signed by all members of such committee who are for the time being entitled to receive notice of a

meeting of the committee), shall be as valid as if it had been passed at a meeting of the Directors (or, as the case may be, the committee) duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more Directors for the time being entitled to attend and vote on such resolution at a meeting of the Board and shall take effect from the time it is signed by the last Director.

- 70 The Board may for the purpose of dealing with specific projects which would not be appropriate for referral to a committee establish a task force or group consisting of such person or persons not necessarily exclusively being members of the Company for the purpose of implementing, establishing or otherwise dealing with the project provided that such task force whilst not being a committee established under the provisions of Article 65 shall nonetheless have its terms of reference fixed by the Board who shall also determine the manner in which such task force or group shall operate and in particular shall have no authority in respect of the expenditure of any funds or the commitment of the Company to any contract or legal obligation without the specific written authority of the Board to do so. Any such task force or group shall report all acts and proceedings to the Board as soon as reasonably practicable.
- 71 The Board may appoint an advisory group to advise it on any matter or matters which the Board deems fit. The advisory group may be comprised of all or some persons other than members or Directors and of such numbers of persons as the Board deems fit. The Board shall fix the terms of reference of the advisory group, which may be of a general or specific nature and shall determine the manner in which the advisory group will operate without limitation, and the frequency with which it will report to the Board. The advisory group shall have no authority in regard to expenditure of any funds or the commitment of the Company to any contract or legal obligations without the prior written authority of the Board to do so. Any such advisory group shall report all acts and proceedings to the Board as soon as reasonably practicable.

SECRETARY

- 72 The Secretary shall be appointed by the Directors for such term and upon such conditions as they think fit; and any Secretary so appointed may be removed by them.
- 73 A provision of the Act or this Constitution 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 both as Director and as, or in place of, the Secretary.

THE SEAL

- 74 The Seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Director for that purpose.

ACCOUNTING RECORDS AND FINANCIAL STATEMENTS

- 75 The Directors shall cause accounting records as are necessary to comply with the Act and the Charities Act 2009 to be kept relating to: -
- 75.1 all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- 75.2 all sales and purchases of goods by the Company containing the particulars set out in section 282(3)(c) of the Act;
- 75.3 the assets and liabilities of the Company; and
- 75.4 all transactions whereby services are provided and purchased containing the particulars set out in section 282(3)(d) of the Act.

Accounting records shall not be deemed to be kept unless they satisfy the requirements of section 282 of the Act.

- 76 The accounting records shall be kept at the Office or, subject to section 283 of the Act, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors and by such other persons referred to in section 284 of the Act.
- 77 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the Financial Statements and accounting records of the Company or any of them shall be open to the inspection of members not being Directors. No member (not being a Director) shall have any right of inspecting any of the Financial Statements or accounting records except as conferred by statute or by this Constitution or authorised by the Directors or the Company in general meeting.
- 78 The Directors shall from time to time in accordance with Part 6 of the Act cause to be prepared and to be laid before the Annual General Meeting of the Company such profit and loss (or income and expenditure) accounts, balance sheets, group accounts, notes and reports as are required by the Act to be prepared and laid before the Annual General Meeting of the Company ("**Financial Statements**").
- 79 A copy of all Financial Statements shall not less than 21 days before the date of the Annual General Meeting, be sent to every person entitled under the provisions of the Act to receive them.

STATUTORY AUDIT

- 80 Statutory auditors shall be appointed and their duties regulated in accordance with Chapters 18, 19 and 20 of the Act.
- 81 Annual audited Financial Statements shall be kept and made available to the Revenue Commissioners and the Charities Regulator on request.

ANNUAL REPORT AND RETURN UNDER THE CHARITIES ACT 2009

- 82 The Board shall comply with the requirements of the Charities Act 2009 with regard to:
- 82.1 the transmission of the Financial Statements of the Company to the Charities Regulator;
- 82.2 the preparation of an Annual Report and its transmission to the Charities Regulator; and
- 82.3 the preparation of an Annual Return and its transmission to the Charities Regulator.

NOTICES

- 83 In any case where a provision of the Act or the Company's Constitution requires or authorises a notice to be served on or given to a member of the Company by the Company or an officer of the Company, such notice shall (save where it is served by electronic means in accordance with Article 84) be in writing and may be served on or given to any member in any one of the following ways:
- 83.1 by delivering it to the member;
- 83.2 by leaving it at the registered address of the member,
- 83.3 by sending it by post in a prepaid letter to the registered address of the member; or
- 83.4 subject to the conditions in Article 84, by sending the notice by electronic mail to the email address of the member.
- 84 The conditions referred to in Article 83.4 are:
- 84.1 the member or officer has consented in writing to the Company using electronic mail to serve or give notices in relation to him or her and has provided the Company with an electronic mail address;
- 84.2 at the time the notice is served or given by electronic mail to the member, no notice in writing has been received by the Company or officer stating he or she has withdrawn the consent referred to in this Article 84; and

- 84.3 no report of transmission or other message transfer failure is received by the party sending the e-mail.
- 85 Any notice served or given in accordance with Article 83 shall be deemed to have been served or given—
- 85.1 in the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);
- 85.2 in the case of its being left, at the time that it is left;
- 85.3 in the case of its being posted (to an address in the State) on any day, 24 hours after despatch and in any other case 3 days after despatch;
- 85.4 in the case of electronic means being used in relation to it, 12 hours after despatch, provided that this sub-paragraph is without prejudice to section 181(3) of the Act.
- 86 In these Articles "registered address", in relation to a member, means the address of the member as entered in the Register.
87. Notice of every general meeting shall be given in any manner hereinbefore authorised to:
- 87.1 every member;
- 87.2 every person being a personal representative or the assignee in bankruptcy of a member where the member but for his or her death or bankruptcy would be entitled to receive notice of the meeting;
- 87.3 the Directors and Secretary of the Company; and
- 87.4 the statutory auditor for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.

INDEMNITY

- 88.1 Subject to the provisions of and insofar as may be permitted by section 235 of the Act, every Director, Secretary, member of a committee established by the Board, Manager or other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted by him or her as an officer or employee of the Company and in which judgment is given in his or her favour or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part or in which he or she is acquitted or in connection with any application under any statute for relief from liability in respect of any such action or omission in which relief is granted to him or her by the Court.
- 88.2 Pursuant to Section 91 of the Charities Act 2009, the Company may insure any or all of the Directors or officers of the Company (each being a charity trustee within the meaning of Section 2 of the said Act) against personal liability incurred by such persons 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.

BYE-LAWS

89. Without prejudice to the general powers and authorities conferred by these Articles or any statute on the Board, the Board may make, vary and repeal all such bye-laws as it may deem necessary or expedient or convenient for the proper conduct and management of the affairs of the Company. The Board shall adopt such means as it deems sufficient to bring to the notice of the members all such bye-laws and variations and repeals thereof and all such bye-laws so long as they are in force shall be binding upon all the members of the Company provided always that no bye-law shall be inconsistent with or shall affect, disapply or repeal anything contained in the Constitution of the Company or constitute such an amendment of or addition to these Articles as could lawfully be made only by special resolution.

MANAGER

- 90.1 The Directors may from time to time appoint one or more members of staff as a Manager (by whatever name called) for such period and on such terms as to remuneration and otherwise as they see fit, and, subject to the terms of any agreement entered into any particular case, may revoke such appointment.
- 90.2 A Manager shall receive such remuneration whether by way of salary, commission or participation in the profits, or partly in one way and partly in another, as the Directors may determine.
- 90.3 Without prejudice to section 40 of the Act, the directors may confer upon a Manager any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit.
- 90.4 In conferring any such powers, the Directors may specify that the conferral is to operate either-
- (a) so that the powers concerned may be exercised concurrently by them and the Manager;
or
 - (b) to the exclusion of their own such powers.
- 90.5 The Directors may-
- (a) revoke any conferral of powers under Article 90.4; or
 - (b) amend any such conferral (whether as to the powers conferred or the terms, conditions or restrictions subject to which the conferral is made).

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Name	Address	Description	Signature
Coillte (William Murphy)	Dublin Road, Newtownmountkennedy, Co. Wicklow	Forestry Company	William Murphy
Countryside Recreation NI (Caro-lynn Ferris)	The Stableyard, Barnett Demesne, Belfast BT9 5PB	Outdoor Recreation Company	Caro-lynn Ferris
Cormac MacDonnell	Ivy Cottage, Oakfield Road, Sligo	Programme Executive Irish Sports Council	Cormac MacDonnell
National Parks and Wildlife Service	Wicklow Mountains National Park, Kilifin, Laragh, Co. Wicklow	Governmental Department	Ann Fitzpatrick
Mountain Meitheal	16, Huntstown Court, Mulhuddart, Dublin 15	Conservation Club	Seamus Walsh
Wicklow Uplands Council	Saville House, Saville Cross, Rathdrum, Co. Wicklow	Non-Governmental Sustainable Development Organisation	Helen Lawless
Duke of Edinburgh Award	28 Wellington Place, Belfast BT9 6DP	Youth Development Programme	Kate Thompson

Dated this 5th day of November 2008

Witness to the above signatures:-

Gavin Burke
Solicitor
The Forum
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Glasthule
Co. Dublin