

**COMPANIES ACT 2014**

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

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**CONSTITUTION**

-of-

**The IRISH PRIMARY PRINCIPALS' NETWORK CLG**

02.12.23

## MEMORANDUM OF ASSOCIATION

### 1. Name

The name of the Company is the IRISH PRIMARY PRINCIPALS' NETWORK (IPPN) company limited by guarantee.

### 2. Company type

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

### 3. Main Object

The main object for which the Company is established (the "Main Object") is to empower high-quality school leadership to better ensure effective schools and improved outcomes for children in Ireland. We aim to do this through:

- the provision of supports and services to our members (primary school principals and deputy principals) and school communities.
- engagement in advocacy for systemic improvement and reform in education

### 4. Subsidiary Objects

As objects incidental and ancillary to the attainment of the Main Object, the Company shall have the following subsidiary objects:

- a. professionalising school leadership to ensure quality learning
- b. reflecting the experience of school leaders on professional issues
- c. resourcing the professional needs of school leaders
- d. improving the quality of education policy and practice.

### 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 Object and which powers may only be exercised in promoting the Main Object. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:

- 5.1 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 Object, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund.
- 5.2 To undertake, accept, execute and administer, without remuneration, any charitable trusts.

- 5.3 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 Object.
- 5.4 To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.
- 5.5 To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
- 5.6 To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object.
- 5.7 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 Object.
- 5.8 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.
- 5.9 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, patents, copyrights, licences, rights and privileges or any estate or interest whatsoever and any rights, privileges and easements over or in respect of any property which may be considered necessary for the purposes of the Company and to develop and turn to account any land acquired by the Company or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up and improving buildings and conveniences and by planting, paving, draining, farming, cultivating, letting or building leases or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- 5.10 To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of all or any part of the property of the Company with a view to the promotion, protection or encouragement of its Main Object and to vary investments.
- 5.11 To co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Object.
- 5.12 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.

- 5.13 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.
- 5.14 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 Object 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 two years for any purposes.
- 5.15 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.
- 5.16 To draw, accept, make, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 5.17 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.
- 5.18 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).
- 5.19 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.
- 5.20 To adopt such means of making known the products and/or services of the Company as may seem expedient and in particular by advertising in the press, by circulars, by

purchase and exhibition of works of art or interest, by publication of books and periodicals and via the internet and by granting prizes, rewards and donations.

- 5.21 To maintain, improve or provide public amenities including recreational facilities, childcare, public health, home, welfare and youth facilities generally.
- 5.22 To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Main Object 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.
- 5.23 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.
- 5.24 To procure the registration or incorporation of the Company in or under the laws of any place outside Ireland.
- 5.25 To pay all expenses of and incidental to the incorporation and establishment of the Company.
- 5.26 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 Object.
- 5.27 To found, subsidise, and assist any charitable funds, associations or institutions calculated to promote or assist the Main Object.
- 5.28 To establish and maintain links with international and national organisations having similar objectives.
- 5.29 To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Object.
- 5.30 To do all or any of the things and matters aforesaid in any part of the world and as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.

**PROVIDED THAT:**

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;

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.

**6. Income and Property**

- 6.1 The income and property of the Company shall be applied solely towards the promotion of Main Object(s) 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.
- 6.2 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:
- a. reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the Company;
  - b. interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the Company to the Company;
  - c. reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;
  - d. reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
  - e. 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.
  - f. 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 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.

## ARTICLES OF ASSOCIATION

### 1. PRELIMINARY

In these Articles, unless there is something in the subject or context inconsistent herewith: words importing to singular number only shall include a plural and words importing the masculine shall include the feminine and vice versa. Words importing persons shall include networks, societies, institutions, and companies. Subject to the aforesaid, any words or expressions defined in the act shall, if not inconsistent with the subject or context, bear the same meaning in these articles.

the Act	Companies Act 2014 and any other act being a re-enactment, modification or amendment thereof
these Articles	These Articles of The Company as framed or as from time to time altered or added to by special resolution
The Company	The above-named company
the Board of Directors	Established to govern The Company and constituted as hereinafter provided
the National Council	Consisting of three nominees elected by each City/County Network to represent its members at national level.
the Chief Executive Officer	Any person appointed to manage the day-to-day operations and execute the strategic plan of the Company
the President	Any person appointed to perform the duties of President of The Company
the Secretary	Nominated person(s) to carry out the functions of Company Secretary on behalf of the organisation
the Office	The registered office for the time being of The Company
Seal	The Common Seal of The Company
Month	Calendar Month
Full Members	Such Principals and Deputy Principals of primary schools including Acting Principals and acting Deputy Principals who are eligible and registered as members from time to time and who have paid the annual subscription up to date as hereinafter provided.



Membership Year	The year running from 1 <sup>st</sup> January in any one year to 31 <sup>st</sup> December in the same year
City/County Networks	The thirty-one City and County Council areas in the Republic of Ireland.
DE	Department of Education or its successors in title
DBEI	Department of Business, Enterprise & Innovation or its successor in title
Associate Membership	Serving Assistant Principals of primary schools. Aspiring leaders of primary schools. Retired or seconded Principals and Deputy Principals or serving Deputy Principals of post-primary schools.

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 visible form.

## 2. MEMBERS

For the purposes of registration the number of members of the Company is taken to be nine but the Company may from time to time register an increase of members.

The members of the Company shall be (i) the subscribers to the Memorandum of Association and (ii) such other persons as the Directors shall from time to time admit to membership and as shall sign a written consent to become a member.

- 2.1 There shall be four categories of membership: full membership, associate membership, honorary membership and corporate membership.
- 2.2 **Full membership** of The Company shall be open to current serving Principals and Deputy Principals, whether in an acting capacity or otherwise, of primary schools in the Republic of Ireland who have paid up to date the annual membership fee as proposed by the Board of Directors and ratified by the National Council. The annual membership fee will become due at the beginning of each academic year and shall be payable in one payment. Members who are seconded or on approved statutory leave cede their membership to the person who is acting up. The person who is acting-up can be nominated for and hold positions on the National Council, Board of Directors and the role of President Elect.
- 2.3 **Associate membership** shall be open to all aspiring leaders, assistant principals, former Principals and Deputy Principals of primary schools who have retired, or are seconded or on career break, and such other Principals and Deputy Principals from outside the jurisdiction as the Board of Directors may from time to time decide. Associate membership shall also be open to current and former principals, deputy principals and assistant principals of post-primary schools. The Board may also offer associate membership to members of the wider educational community as deemed appropriate. The Board shall set the annual subscription for Associate membership. The CEO will keep a register of Associate members. Associate

members will not have voting rights, nor can they be nominated for or hold positions on the National Council, Board of Directors or the role of President Elect.

- 2.4 **Honorary membership** shall be conferred by the Board of Directors on persons considered to have made an outstanding contribution to The Company or to education in Ireland. Such honorary members shall not be required to pay an annual membership fee. Honorary members will not have voting rights, nor can they be nominated for or hold positions on the National Council, Board of Directors or the role of President Elect.
- 2.5 **Corporate Membership** may be made available to academic institutions, representative organisations and other organisations, at the discretion of the Board of Directors.
- 2.6 The Board of Directors shall have the power to suspend a member from membership, pending an investigation, in appropriate cases.
- 2.7 Any Member whose conduct, after due investigation is deemed by the Board of Directors to be prejudicial to the interests of The Company or who has been convicted of an indictable offence, (other than an offence under the provisions of the Road Traffic Act 1961 or any Act amending the same) may be called upon by written notice of the Board of Directors to resign membership. No disciplinary action shall be taken against a member unless that member has been given prior notice in writing of the matter(s) at issue and afforded due process, including a right to be heard in his/her own defence.

### **3. RIGHTS OF MEMBERS**

- 3.1 Membership of the Company is not transferable and shall cease:-
  - a. in the event of the member's death or bankruptcy;
  - b. if the member resigns by serving notice in writing to the Directors of the Company at its registered office.

### **4. CITY/COUNTY NETWORKS**

- 4.1 All principals and deputy principals of primary schools (including acting Principals and acting Deputy Principals) shall be eligible to become full members of The Company and participate in the relevant City/County Network.
- 4.2 The membership of The Company shall be divided into Networks, based on the boundaries of the thirty-one City, County and City and County Councils, and each member will belong to the Network determined by the City/County in which the school, where the member is employed, is situated.
- 4.3 Each City/County Network (CN) shall facilitate the formation of Local Support Groups (LSGs) in co-operation with other relevant bodies, to support the members within their City/County Network.

- 4.4 Each City/County Network shall elect three nominees to the National Council to serve for a three-year term. A Council Member may serve for a maximum of two, three-year terms in their lifetime. Each nominee will be elected to one of the Committees of the Council.
- 4.5 Each Network may elect a City/County Network Committee (CNC), to fulfil the aims and functions of The Company, in their respective City/County Network. CNCs shall operate within the Byelaws set by the Board from time to time.
- 4.6 Voting for National Council nominees and any positions on a City/County Network Committee shall be in accordance with IPPN's Electoral Bye-laws.
- 4.7 An Annual Meeting of each City/County Network will be held during the first school term in each year, no later than by October 22<sup>nd</sup>, at which only full members, who have paid their annual subscription, shall be eligible and entitled to attend and vote. The Board and/or the Support Office will be represented at every annual meeting. Where a CNC has been elected, it will report to the Annual Meeting.
- 4.8 Vacancies among the nominees to National Council or on a City/County Network Committee occurring during the course of any term shall be filled by candidates in the reverse order in which they were eliminated during the original election. Where there were no other, or insufficient candidates, the position(s) will remain unfilled until the next Annual Meeting.

## **5. NATIONAL COUNCIL**

- 5.1 The National Council (NC) shall consist of three elected nominees from each City/County Network.
- 5.2 The responsibilities of each National Council member shall be to:
  - a. ensure effective two-way communication between the National Council and the City/County Networks and Local Support Groups
  - b. represent the key professional issues, concerns and needs of the member's City/County Network to the Board, National Council and its Committees and Working Groups
  - c. assist the Board of Directors and National Council in developing The Company policy by active participation in the Committee to which they were elected and any Working Groups which might be established.
  - d. attend the Annual General Meeting of the Company
- 5.3 The National Council shall meet at least once during each school term to a schedule agreed by the Board in advance of each calendar year. Proposals for the agenda of any meeting shall be forwarded to a nominee of The Chief Executive Officer, not less than two weeks prior to such meeting. Seven days written notice of the agenda of each National Council meeting will be sent to each member.

- 5.4 Additional meetings of the National Council may be called at any time by the President, the Board or by 25% of members of the National Council. Where a meeting is called by the President or the Board, at least seven days' notice of the agenda for any such meeting will be given to each member. Where the meeting is requested by at least 25% of the members of the National Council, the CEO in consultation with the Board shall set a date for the meeting no later than 28 days after receipt of the written request and at least seven days' notice of the agenda for any such meeting will be given to each member.
- 5.5 Each City/County Network nominee shall have a vote at a National Council meeting in accordance with IPPN Electoral Bye-Laws
- 5.6 A quorum of 50% of Council members plus one shall apply to meetings of National Council and its Committees and Working Group meetings.
- 5.7 All decisions requiring Council ratification, as determined by the Board of Directors, except elections, shall be decided by a simple majority of Council representatives present and eligible to vote. Elections shall be in accordance with IPPN's Electoral Bye-Laws.
- 5.8 A member of the National Council who is absent without valid reason for two consecutive meetings of the National Council or of any committee or working group of which they are a member will forfeit his/her membership of National Council or the committee or working group.

## **6. GENERAL MEETINGS**

- 6.1 The Company shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Directors and shall specify the meeting as such in the notices calling it provided that every annual general meeting except the first shall be held not more than fifteen months after the holding of the last preceding annual general meeting and that so long as the Company holds its first annual general meeting within eighteen months of the date of incorporation, it need not hold it in the year of its incorporation.
- 6.2 All general meetings other than annual general meetings shall be known as extraordinary general meetings.
- 6.3 Directors may, whenever they think fit, convene an extraordinary general meeting.
- 6.4 If, at any time, there are not sufficient directors capable of acting to form a quorum, any Director of the Company or any member of it 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.
- 6.5 The Directors of the Company shall, on the requisition of one or more members holding, or together holding, at the date of the deposit of the requisition, not less than 10% of the total voting rights of all the members having, at the date of the deposit, the right to vote at general meetings of the Company, forthwith proceed duly to convene an extraordinary general meeting of the Company.
- 6.6 The requisition shall state the objects of the meeting and shall be signed by the

requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.

- 6.7 If the Directors do not within 21 days after the date of the deposit of the requisition proceed duly to convene a meeting to be held within 2 months after that date (the "requisition date"), the requisitionists, or any of them representing more than 50% of the total voting rights of all of them, may themselves convene a meeting but any meeting so convened shall not be held after the expiration of 3 months after the requisition date.
- 6.8 Any reasonable expenses incurred by the requisitionists by reason of the failure of directors duly to convene a meeting shall be repaid to the requisitionists by the company and any sum so repaid shall be retained by the company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the Directors as were in default.
- 6.9 For the purposes of Articles 6.5 to 6.9 the Directors shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened a meeting if they do not give such notice of it as is required by Section 181 of the Act.
- 6.10 A meeting convened under Articles 6.5 or 6.7 shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by directors.
- 6.11 The chairperson of the board of directors 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.
- 6.12 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.
- 6.13 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. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 6.14 Unless a poll is demanded in accordance with Article 9.1, at any general meeting:
  - a. a resolution put to the vote of the meeting shall be decided on a show of hands; and
  - b. 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 the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- 6.15 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.
- 6.16 Subject to section 193 of the Act (as modified by section 1208 of the Act) a resolution in writing signed by all the members of the Company for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed 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 in writing may consist of several documents in like form each signed by one or more members. It shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and, where the resolution states a date as being the date of his or her signature thereof by any member, this statement shall be prima facie evidence that it was signed by him or her on that date.

## **7. NOTICE OF GENERAL MEETINGS**

- 7.1 A meeting of the Company, other than an adjourned meeting, shall be called:
- a. in the case of the annual general meeting or an extraordinary general meeting for the passing of a special resolution, by not less than 21 days' notice;
  - b. in the case of any other extraordinary general meeting, by not less than 7 days' notice.
- 7.2 A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 7.3, be deemed to have been duly called if it is so agreed by:
- a. all the members entitled to attend and vote at the meeting; and
  - b. unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption, the statutory auditors of the Company.
- 7.3 Where notice of a meeting is given by posting it by ordinary prepaid post to the registered address of a member, then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.
- 7.4 In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.
- 7.5 The notice of a meeting shall specify:
- a. the place, date and time of the meeting;
  - b. the general nature of the business to be transacted at the meeting;

- c. in the case of a proposed special resolution, the text or substance of that proposed special resolution; and
  - d. with reasonable prominence a statement that voting shall be in accordance with IPPN's Electoral Bye-Laws.
- 7.6 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.
- 7.7 The business of each Annual General Meeting shall include:
  - a. Adoption of standing orders
  - b. Adoption of amendments to the Constitution
  - c. Adoption of Minutes of the previous Annual General Meeting
  - d. Adoption of Minutes of any Extraordinary General Meeting held since the last Annual General Meeting
  - e. Consideration of CEO's report
  - f. Consideration of Board of Directors 'reports
  - g. Consideration of the Treasurer's report
  - h. Ratification of membership fee proposed by Board of Directors
  - i. Election of Auditors
  - j. Election or re-election of Directors.
- 7.8 Proposals for consideration at the Annual General Meeting must be submitted from the City/County Networks or the Board of Directors to the CEO at least five weeks before the Annual General Meeting. A list of proposals shall be circulated to all members at least four weeks before the Annual General Meeting. All amendments to such proposals must be submitted to the CEO at least two weeks before the Annual General Meeting. All such motions and amendments must be sent to all members of the National Council and the Board at least one week prior to the Annual General Meeting.
- 7.9 Election of nominees to the Board of Directors shall be in accordance with IPPN Electoral Bye-Laws.
- 7.10 The quorum for a General Meeting shall be equivalent to 50% plus one of the members of the National Council plus the members of the Board provided this number is never less than 50 (fifty) people.

## **8. VOTES OF MEMBERS**

- 8.1 Where a matter is being decided (whether on a show of hands or on a poll), every member present in person shall be entitled to vote in accordance with IPPN Electoral Bye-Laws.

- 8.2 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.
- 8.3 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.

## **9. VOTING ON A POLL**

- 9.1 At a meeting, a poll may be demanded in relation to a matter (whether before or on the declaration of the result of the show of hands in relation to it).
- 9.2 A demand for a poll may be made by:
- a. the chairperson of the meeting;
  - b. at least three members present in person ;
  - c. any member or members present in person and representing not less than 10% of the total voting rights of all the members of the Company concerned having the right to vote at the meeting.
- 9.3 A demand for such a poll may be withdrawn by the person or persons who have made the demand. Subject to Article 9.2, if a poll is demanded it shall be taken in such manner as the chairperson of the meeting directs, and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded.
- 9.4 A poll demanded with regard to the election of a chairperson or on a question of adjournment shall be taken forthwith.
- 9.5 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 on which a poll is demanded may be proceeded with pending the taking of the poll.

## **10. ELECTION, APPOINTMENT AND ROTATION OF DIRECTORS**

- 10.1 The responsibility for the general leadership, management and organisation of The Company shall be vested in the Board of Directors.
- 10.2 The Board of Directors shall comprise
- a. no fewer than nine and no more than 14 Directors.



- b. Nine directors (Elected Directors) will normally be elected at AGMs of the Company. Only a person who has been a member of the National Council for a period of not less than two years immediately prior to their nomination can be elected to be a member of the Board.
- c. At least one and up to three Independent Directors will be appointed by the Board as set out in this Constitution at Article 10.5 and in Byelaws
- d. Up to two positions will be filled by the Chairperson and/or President Elect. These positions will be filled only if during the period in which they hold these positions, either their term as a director is completed or, when they were elected as President Elect they were not a current member of the Board. At such time they would be deemed to be members of the Board only for the remainder of their term as Chairperson or President Elect. The maximum number of directors notwithstanding this article will be 14.

### 10.3 Members will

- a. be elected or appointed for a term of three years after which they may be elected or appointed to serve for an additional two terms of three-years each, either consecutively or cumulatively in their lifetime. The election of members of the Board shall be in accordance with IPPN's Electoral Bye-Laws.
- b. At every Annual General Meeting one-third of the elected Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall be deemed to have retired from office at the end of each three-year term.
- c. The Directors to retire in every year shall be those who have been longest in office since their 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.

10.4 In the event of a vacancy among elected directors the Board may appoint a member of the Company to fill any such vacancy. A person so appointed will initially serve for the remainder of the term of the director they replace after which, provided they have not previously been a member of the Board, they may serve a maximum of two additional three-year terms even if this limits their total length of time on the Board to less than three three-year terms.

10.5 The Board will appoint at least one and not more than three directors as Independent Directors to add to the capacity and skills of the Board which may not be available from among the Elected Directors. At least two of the Independent Directors will be individuals who could not have been entitled to be a member of the Company, but on their appointment will become members of the Company.

10.6 One Independent Director may be appointed from among either Teaching Principal or Deputy Principal members, if one of their number is not at any time among those elected as Directors. Their term will be until they or another director from among their cohort of membership is elected to the Board in the normal course or until the AGM immediately

after they have served for at least two years on the Board. After this Article 10.4 will apply.

- 10.7 The Board will elect a Chairperson from within their number to be the chair of meetings of the Board and of Company General Meetings. This position will be for a two-year period and no person may serve as Chairperson for more than one term. A director may only be elected to the position of Chairperson during their fourth or subsequent year as a Director. A Chairperson's term will commence on September 1<sup>st</sup> and they will be elected no later than by the end of June in the same year. On completion of their term, or having served any part of it, a Director who has been Chairperson will not again be eligible to be a director of the Company.
- 10.8 The Board will elect from within their number a director to fill the positions of Treasurer and Chairpersons of the National Council Committees. These positions will be for a period of two years provided the director has at least a minimum of two years to serve as a director on the date of taking up the position. A director may not serve in any one of the above positions for more than two two-year terms.
- 10.9 The Board of Directors shall form Committees and Working Groups as they may require in order to transact the business of the Board. At least one member of the Board of Directors shall be a member of each Committee. Terms of Reference will be drafted for the purpose of defining the roles and responsibilities, and the membership of every Committee and Working Group.
- 10.10 The Board of Directors shall provide administrative support structures as deemed appropriate for the members of the Board of Directors and its Committees and Working Groups.
- 10.11 The Board of Directors will determine the time, place and format for the annual general meeting of the Company.
- 10.12 No remuneration shall be payable under any circumstances to any of the Directors in respect of his services as Director, or on any Committee of the Directors to which the Directors may delegate powers under Article 64. The Directors may be paid all travelling, hotel and other expenses properly 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.
- 10.13 The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by 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, not being inconsistent with the aforesaid provisions, as the Company in general meeting may (by special resolution) give. No such 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.
- 10.14 Without prejudice to Section 40 of the Act, the Directors may delegate any of their powers to such person or persons as they think fit, including committees; any such committee shall, in the exercise of the powers so delegated, conform to any regulations

that may be imposed on it by the Directors.

10.15 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.

10.16 The Company shall cause minutes to be entered in books kept for the purpose:-

- a. of all appointments of officers made by the Directors;
- b. of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- c. of all resolutions and proceedings at all meetings of the Company and, of the Directors and of committees of the Directors.

## **11. POWERS OF ATTORNEY**

11.1 The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.

## **12. DISQUALIFICATION OF DIRECTORS**

12.1 In addition to the circumstances set out in section 148(2) of the Act, the office of Director shall be vacated if a Director ceases to be qualified for the position of charity trustee under section 55 of the Charities Act, 2009.

12.2 The Company may from time to time by special 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.

12.3 The Company may by ordinary resolution of which extended notice has been given in accordance with section 146 of the Act remove any Director before the expiration of his 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 any contract of service between him and the Company.

12.4 The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 12.3. Without prejudice to the powers of the Directors under Article 13.3, the Company in general meeting may appoint any person to be a Director, either to fill a casual vacancy or as an additional Director in accordance with Articles 10.4 & 10.5.

## **13. PROCEEDINGS OF DIRECTORS**

- 13.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of 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.
- 13.2 The quorum necessary for the transaction of the business of the Directors shall be 50% of the members of the Board of Directors (rounded up to the nearest whole number if necessary) provided that this number is never less than six (6) people present either in person or on-line
- 13.3 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 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.
- 13.4 If at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the Directors present may choose one of their number to be chairperson of the meeting.
- 13.5 The Directors may delegate any of its powers to Committees consisting of such member or members of the Directors and such other persons as they think fit, and any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Directors.
- 13.6 The Directors may appoint the chairperson and members of any Committee and decide on their Terms of Reference. If at any meeting of a Committee the chairperson is not present within fifteen minutes after the time appointed for holding it, the members of the committee present may choose one of their number to be chairperson of the meeting.
- 13.7 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of the committee present, and when there is an equality of votes, the chairperson shall have a second or casting vote.
- 13.8 All acts done by any meeting of the Directors or by any person acting as a member of the Directors or any Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid, or that he or any of the Directors was disqualified, be as valid as if every such person had been duly appointed.
- 13.9 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution in writing may consist of several documents in the like form, each signed by one or more of the Directors and for all purposes shall take effect from the time when it was signed by the last director.
- 13.10 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;
  - iii. if neither sub-paragraph (i) or (ii) applies, in such location as the meeting itself decides.

#### **14. PRESIDENT**

- 14.1 The President will be elected at an AGM/EGM of the company for a two-year term of office. No person may serve more than one term as President. They will be elected at an EGM of the Company no later than two years in advance of taking up the role of President normally on September 1<sup>st</sup> and will hold the title of President Elect during the interim period.
- 14.2 Nominees for the role of President must be a current or former member of the Board of Directors
- 14.3 Nominees who are current members of the Board must be in their third or subsequent year as a director on the date they are nominated for the position of President. Any person who becomes President Elect who is a member of the Board will retain their membership of the Board until they take up the position of President.
- 14.4 Nominees who are former members of the Board must have served a minimum of three years as a Director and must have been a Director within five years on the date they are nominated for the position of President. Any person who becomes President Elect who is not a member of the Board at the time of their becoming President Elect will automatically become a Director and will retain their membership of the Board until they take up the position of President.
- 14.5 On taking up the position, the President shall become a salaried member of the staff of The Company, either by secondment or otherwise, and as such shall receive such salary as the Directors shall determine and shall not then hold the position as a Director of The Company. On completion of their term, or having served any part of it, a person who has been President will not again be eligible to be a director of the Company.
- 14.6 The President Elect shall assume the role of President in the event of resignation, incapacity or death of the President during the President's term of office and shall initially hold such office for the remainder of the President's term of office after which they may serve the term of two years as would have occurred if the vacancy had not arisen.
- 14.7 The President shall be accountable to the Board of Directors.
- 14.8 The role of the President shall include but not be limited to:

- a. Chair meetings of the National Council.
- b. Report to meetings of the Board of Directors
- c. Represent IPPN members at events.
- d. Represent IPPN members at meetings.
- e. Represent the voice of members in media engagement.
- f. Support the Local Support Group (LSG) project.
- g. Chair the Support Office Membership Engagement meetings.
- h. Collaborate with the team to create a member engagement plan.
- i. Support the implementation of the agreed member engagement plan.
- j. Support membership renewal and development work.
- k. Support the work of all projects relating to member engagement.
- l. Support the work of the Leadership Support Team including in particular the Headstart project.
- m. Support the Networking and E-scéal E-services.
- n. Collaborate with the team and bring the voice of the member to the planning process for conferences and events.
- o. Perform other related duties as assigned by the Board

14.9 The Company shall provide administrative support to the President in the performance of their role and responsibilities.

## **15. SECRETARY**

15.1 The Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

15.2 A 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 its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

## **16. CHIEF EXECUTIVE OFFICER**

16.1 The Company shall employ a Chief Executive Officer on a fixed-term contract basis whose role and function shall be to lead, manage and organise the activities of The Company in compliance with the policies, aims and objectives of The Company as determined by the Board of Directors and as set out in the Strategy, Plans, Policies, Procedures and byelaws adopted by the Board.

## **17. SEAL**

17.1 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

- a. signed by a Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them; and

- b. be countersigned by the Secretary or by a second Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them.

## **18. ACCOUNTS**

- 18.1 The Directors shall cause adequate accounting records to be kept. Adequate accounting records shall be deemed to have been maintained if they comply with Section 282(1) to 282(3) of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.
- 18.2 The accounting records shall be kept at the registered 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 officers of the Company and by other persons entitled pursuant to the Act.
- 18.3 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 its members not being Directors. No member (not being a Director) shall have any right of inspecting any financial statement or accounting record of the Company except as conferred by statute, this Constitution or authorised by the Directors or by the Company in general meeting.
- 18.4 The Directors shall in accordance with the Act cause to be prepared and to be laid before the annual general meeting of the Company the statutory financial statements of the Company, the Directors' report in relation to it and the statutory auditor's report on those financial statements and Directors' report as are required by the Act to be prepared and laid before the annual general meeting of the Company.
- 18.5 A copy of the statutory financial statements of the Company, the Directors' report in relation to it and that statutory auditor's report on those financial statements and Directors' report shall, not less than twenty one days before the date of the annual general meeting, be sent to every person entitled under Section 338(1) of the Act to receive them.

## **19. AUDIT**

- 19.1 Auditors shall be appointed and their duties regulated in accordance with Chapters 18 and 19 of Part 6 of the Act.

## **20. NOTICES**

- 20.1 A notice may be given by the Company to any member either personally or by sending it by post or electronic means (as defined in section 2(1) of the Act) to the member at his or her registered address or email address (or, if not so registered, then to the address or email address of the member last known to the Company). Section 218(5) of the Act shall apply.

