

**COMPANIES ACTS, 1963 TO 2012**  
**COMPANY LIMITED BY GUARANTEE NOT HAVING A**  
**SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**SAMARITANS IRELAND**

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1. The name of the Company is Samaritans Ireland.
2. The main objects for which the Company is established are:
  - (i) To support the activities of Samaritan branches in the Republic of Ireland and Northern Ireland in fulfilling their mission of being available 24 hours a day to provide confidential emotional support for people who are experiencing feelings of emotional distress or despair, including those which may lead to suicide.
  - (ii) To promote a better understanding in society of suicide, suicidal behaviour and the value of expressing feelings which may otherwise lead to suicide or impaired emotional health.
  - (iii) To support the Company, Samaritans, registered in England and Wales with company number 757372, registered charity number 219432.
3. The following are the powers of the company:
  - 1)
    - (a) to furnish and provide the Company's property with such furniture implements, machinery and conveniences as the Company may think desirable.
    - (b) To raise funds and help raise funds for any charitable purpose.
    - (c) To carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above main objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests.
  - 2) To make, draw, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.
  - 3) To acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or interest, whether immediately or reversionary, and whether vested or contingent: any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances and to hold and farm and work or manage or to sell, let, alienate, mortgage, lease or charge land, house property, shops, flats, maisonettes, reversions, interests, annuities, life policies and any other

property real or personal, movable or immovable, either absolutely or conditionally and either subject to or not to any mortgage, charge, ground rent or other rents or encumbrances and to pay for any lands, tenements, hereditaments or assets acquired by the Company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner.

- 4) 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 principle 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) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the main object(s).
- 6) To purchase or otherwise acquire and carry on the whole or any part of the business property, goodwill and assets of any company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the Company, or possessed of property suitable for the purposes of the Company, and as part of the consideration for any of the acts or things aforesaid or property acquired to undertake all or any of the liabilities of such company or to acquire an interest therein, amalgamated with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition or for mutual assistance with any such company and to give, issue or accept cash or any shares, debentures or other securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debenture or securities as received.
- 7) To promote any company for the purpose of acquiring all or any of the property or liabilities of the Company, or if undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of or render more profitable any property, assets or business of the Company, or for any other purpose which may see directly or indirectly calculated to benefit the Company.
- 8) To accumulate capital for any purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally. Prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of two (2) years.
- 9) 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 object(s), 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.
- 10) To raise or borrow money, and to secure the payment of money by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charged upon, or by

mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, and generally in such other manner and on such terms as may seem expedient, and to issue any of the Company's securities, for such consideration and on such terms as may be thought fit, including the power to pay interest on any money so raised or borrowed: and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem or pay off any such securities.

- 11) To, create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the Company, or for depreciation of works or stock, or any other purpose to advance the main objects of the Company.
- 12) 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 an occupational pension scheme and provided that such occupational 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 occupational 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.
- 13) To promote freedom of contact and to resist, insure against, counteract and discourage interference therewith to join any lawful federation, union, association or party and to contribute to the funds thereof, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company or any other trade or business or providing or safeguarding against the same, or resisting or opposing any strike movement or organisation which may be thought detrimental to the interest of the Company or its employees and to subscribe to any association or fund for any such purposes.
- 14) To procure the Company to be registered or recognised in any foreign country, colony, dependency or place.
- 15) 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 its 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.
- 16) To do all or any of the above things on 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 object by any person or company.
- 17) To do all such other things as may be deemed incidental or conducive to the attainment of the above main object(s).

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

4. The liability of the members is limited.
5. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards, for payment of debts and liabilities of the Company contracted before he ceases to be a member and the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding €1 (one Euro).

#### **WINDING UP**

6. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other Irish resident charitable institution or institutions having main objects similar to the main object(s) of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as imposed on the Company under or by virtue of Clause 7 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

#### **INCOME AND PROPERTY**

7. The income and property of the Company shall be applied solely towards the promotion if its main object(s) as set forth in this Memorandum of Association. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit 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, officer or servant of the company (not being a Director) for any services rendered to the Company:
  - b) interest at a rate not exceeding 5% per annum on money lent by Directors or other members of the Company to the Company:
  - c) reasonable and proper rent for premises demised and let by any member of the company (including any Director) to the company:
  - d) reasonable and proper out of pocket expenses incurred by any Director in connection with attendance to any matter affecting the Company:
  - e) fees, remuneration or other benefit in money's worth to any Company of which a Director may be a member holding nor more than one hundredth part of the issued capital of such Company.

### **ADDITIONS, ALTERATIONS OR AMENDMENTS**

8. No addition, alteration or amendment shall be made to or in the provisions of this Memorandum of Association for the time being in force unless the same shall have been previously approved in writing by both the Irish Revenue Commissioners and Samaritans, a company registered in England and Wales with company number 757372, registered charity number 219432.

### **KEEPING ACCOUNTS**

9. Annual audited accounts shall be kept and made available to 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.

**NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS:**

1. Stephen Nicholas Evans,  
Sand Dunes,  
Wodehouse Road,  
Old Hunstanton,  
Norfolk, PE 36 6JD.  
Company Director
2. Jacqueline Majella Mary Sweeney,  
11 Kings Channel,  
Maypark Lane, Waterford,  
Ireland.  
Manager
3. Anita Lawlor,  
12 Seven Springs,  
Newbridge, Co. Kildare.  
Part Time Bank Official
4. Dominic Justin Charles Rudd,  
18 West Parade.  
Horsham,  
West Sussex, RH12 2BZ.  
Chief Executive
5. Suzanne Margaret Sarah Marie Elizabeth Costello,  
44 Bellevue Park Avenue,  
Off Woodbine Road, Dublin 4.  
Director
6. Timothy Simon Sexton,  
14 Orchard Close,  
Ruislip, Middlesex, HA4 7LS  
Actuary
7. Adrian Roderick Arnold,  
Holly Tree Cottage,  
2 Main Street, Laxton,  
Northhamptonshire, NN17 3AT.  
Business Consultant

Dated this                      day of                      20

Witness to the above Signatures:-

**COMPANIES ACTS, 1963 TO 2012**

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

**ARTICLES OF ASSOCIATION**

**Of**

**SAMARITANS IRELAND**

**PRELIMINARY**

The Regulations contained in Table C of the Companies Acts, 1963 to 2012 shall apply to the Company save in so far as they are excluded or verified hereby.

1. In these Articles:-

“the Act” means the Companies Act, 1963.

“the Directors” means the Directors for the time being of the Company or the Directors present at a meeting of the Board of Directors and includes any person occupying the position of Director by whatever name called;

“Register” means the register of members to be kept as required by Section 116 of the Act;

“Samaritan” means any member of a branch (whether or not a probationary or a full branch) in the Republic of Ireland or Northern Ireland which is recognised by Samaritans UK as an accredited Samaritans branch;

“Samaritans UK” means Samaritans, a company registered in England and Wales with company number 757372, registered charity number 219432;

“Secretary” means any person appointed to perform the duties of the Secretary of the Company;

“the Seal” means the Common Seal of the Company;

“the State” means Ireland;

“the office” means the registered office for the time being of the Company.

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

Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

## MEMBERS

2. The number of members with which the Company proposes to be registered is 7. There shall be a maximum of 11 members of the Company in accordance with Articles 4 and 5.
3. The individuals and bodies corporate as are appointed members pursuant to Articles 4 and 5 shall be the members of the Company.
4. The membership of the Company is divided into two classes as follows:
  - (i) The voting member who shall have 100% of the votes in general meeting. **SAMARITANS UK** shall be the only voting member of the Company; and
  - (ii) The ordinary members who shall have the right to receive notice of and attend but shall not be entitled to vote at general meetings of the Company.
5. The ordinary members of the Company shall be separated into five classes and appointed as follows:
  - (a) **Nation Trustee for Ireland**

The member of the Board of Samaritans UK who is the Nation Trustee for Ireland shall be an ex-officio ordinary member of the Company (the "**Nation Trustee for Ireland Member**").
  - (b) **Regional Director for Ireland**

The Regional Director for Ireland of Samaritans UK shall be an ex-officio ordinary member of the Company (the "**Regional Director Member**").
  - (c) **Samaritans Ireland Volunteers**
    - (i) Three Samaritans who are members of a branch in the Republic of Ireland shall be appointed by the Irish Region of Samaritans UK (subject to the approval of such appointments by Samaritans UK) as ordinary members of the Company (the "**Samaritans Ireland Volunteer Members**").
    - (ii) At each annual general meeting of the Company, one Samaritans Ireland Volunteer Member shall cease to be an ordinary member. The Samaritans Ireland Volunteer Member to cease as an ordinary member in every year shall be the Samaritans Ireland Volunteer Member who is the longest serving Samaritans Ireland Volunteer Member but as between persons who become Samaritans Ireland Volunteer Members on the same day, the Samaritans Ireland Volunteer Member to cease to be an ordinary member shall (unless they otherwise agree amongst themselves) be determined by lot.
    - (iii) Any Samaritans Ireland Volunteer Member who ceases to be an ordinary member under (ii) above or otherwise shall be replaced by way of appointment by resolution of the Irish Region of Samaritans UK (subject to the approval of such appointment by Samaritans UK). A Samaritans Ireland Volunteer Member who ceases to be an ordinary member shall be eligible for reappointment as a Samaritans Ireland Volunteer Member whether consecutive to a previous term



or following a break in membership provided that no Samaritans Ireland Volunteer Member may be reappointed if he has by then served as a Samaritans Ireland Volunteer Member for six years or more in total.

- (iv) The Company shall have power to remove from membership of the Company any Samaritans Ireland Volunteer Member who refuses or wilfully neglects to comply with any of these Articles (or regulations or bye laws) or who has been guilty of such conduct as either has rendered him unfit to remain an ordinary member or whose continued membership would be injurious to the Company or where the Company considers that removal would be in the best interests of the Company. Any such removal will be effected by written notice to the member. The Irish Region of Samaritans UK shall have the power to fill a casual vacancy (subject to the approval of Samaritans UK). Any Samaritans Ireland Volunteer Member so appointed to fill a casual vacancy shall cease to be an ordinary member at the annual general meeting at which the Samaritans Ireland Volunteer Member he replaced would be due to cease to be an ordinary member and shall be eligible for reappointment in accordance with these Articles.

(d) **Samaritans Northern Ireland Volunteers**

- (i) Two Samaritans who are members of a branch in Northern Ireland shall be appointed by the Irish Region of Samaritans UK (subject to the approval of such appointments by Samaritans UK) as ordinary members of the Company (the **"Samaritans Northern Ireland Volunteer Members"**).
- (ii) At each annual general meeting of the Company, one Samaritans Northern Ireland Volunteer Member shall cease to be an ordinary member. The Samaritans Northern Ireland Volunteer Member to cease as an ordinary member in every year shall be the Samaritans Northern Ireland Volunteer Member who is the longest serving Samaritans Northern Ireland Volunteer Member but as between persons who become Samaritans Northern Ireland Volunteer Members on the same day, the Samaritans Northern Ireland Volunteer Member to cease to be an ordinary member shall (unless they otherwise agree amongst themselves) be determined by lot.
- (iii) Any Samaritans Northern Ireland Volunteer Member who ceases to be an ordinary member under (ii) above or otherwise shall be replaced by way of appointment by resolution of the Irish Region of Samaritans UK (subject to the approval of such appointment by Samaritans UK). A Samaritans Northern Ireland Volunteer Member who ceases to be an ordinary member shall be eligible for reappointment as a Samaritans Northern Ireland Volunteer Member whether consecutive to a previous term or following a break in membership provided that no Samaritans Northern Ireland Volunteer Member may be reappointed if he has by then served as a Samaritans Northern Ireland Volunteer Member for six years or more in total.
- (iv) The Company shall have power to remove from membership of the Company any Samaritans Northern Ireland Volunteer Member who refuses or wilfully neglects to comply with any of these Articles (or

regulations or bye laws) or who has been guilty of such conduct as either has rendered him unfit to remain an ordinary member or whose continued membership would be injurious to the Company or where the Company considers that removal would be in the best interests of the Company. Any such removal will be effected by written notice to the member. The Irish Region of Samaritans UK shall have the power to fill a casual vacancy (subject to the approval of such appointment by Samaritans UK). Any Samaritans Northern Ireland Volunteer Member so appointed to fill a casual vacancy shall cease to be an ordinary member at the annual general meeting at which the Samaritans Northern Ireland Volunteer Member he replaced would be due to cease to be an ordinary member and shall be eligible for reappointment in accordance with these Articles.

(e) **Co-opted Members**

- (i) The Board shall have the power at any time to appoint up to three persons to be ordinary members of the Company (subject to the approval of such appointments by Samaritans UK). A maximum of three positions as ordinary members and on the Board of Directors may at any one time be filled pursuant to this Article. The Board shall ensure that at least one such co-opted ordinary member shall have financial expertise if such expertise is not already provided for on the Board.
  - (ii) Ordinary members co-opted under (i) above shall be appointed as ordinary members of the Company for such term as may be determined by the Board from time to time, and may be removed and replaced by the Board in their absolute discretion.
  - (iii) Notwithstanding (ii) above the Company shall have power to remove from membership of the Company any ordinary member co-opted under (i) above who refuses or wilfully neglects to comply with any of these Articles (or regulations or bye laws) or who has been guilty of such conduct as either has rendered him unfit to remain an ordinary member or whose continued membership would be injurious to the Company or where the Company considers that removal would be in the best interests of the Company. Any such removal will be effected by written notice to the member.
6. The rights and liabilities attaching to any members of the Company may be varied from time to time by a Special Resolution of the Company.
  7. The entry of a member's name in the Register shall be evidence of membership but no member shall be entitled to request the Company to issue a certificate of membership.
  8. The rights and privileges of a member as such shall be personal and accordingly shall not be transferable and shall cease on his death.
  9. In addition to the terms of Article 5, an ordinary member of the Company shall cease to be a member:
    - (a) if he resigns as a member by notice in writing sent to the Secretary at the Office;
    - (b) if he is adjudicated bankrupt, or any event equivalent or analogous thereto occurs, in the State or any other jurisdiction or he makes any arrangement or

composition with his creditors generally;

- (c) if he becomes of unsound mind;
  - (d) on his death;
  - (e) if he shall for any reason cease to be a Director of the Company;
  - (f) in the case of the Nation Trustee for Ireland Member or the Regional Director Member, if he ceases to hold such office with Samaritans UK; or
  - (g) in the case of a Samaritans Ireland Volunteer Member or a Samaritans Northern Ireland Volunteer Member, if he ceases to be a Samaritan.
10. A former member of the Company shall remain liable for any sums due by him under clause 5 of the Memorandum of Association of the Company.

### **GENERAL MEETINGS**

11. The majority of general meetings of the Company shall be held in the State.
12. (1) Subject to paragraph (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.
- (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. The Annual General Meeting shall be held at such time and at such place as the Directors shall appoint.
13. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
14. 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 132 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 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**

15. Subject to Sections 133 and 141 of the Act an Annual General Meeting and a meeting called for by 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 a meeting for the passing of a special resolution) shall be called by 14 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 the place, the day and the hour of the meeting and in the case of special business the general nature of that business, and shall be given in manner hereinafter mentioned to such persons as are under the Articles of the Company entitled to receive notices from the company.

16. 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 the notice shall not invalidate the proceeding at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

17. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election or appointment of Directors in the place of those retiring, the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors.
18. 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, one voting member present in person, or being a corporation present by representative, shall be a quorum.
19. 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 meeting shall be dissolved.
20. The Chairman of the Board of Directors shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he 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 Chairman of the meeting.
21. If at any meeting no Director is willing to act as Chairman 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 Chairman of the meeting.
22. The Chairman 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.
23. 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 by the voting member.

Unless a poll is so demanded, a declaration by the Chairman 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.

24. If a poll is duly demanded it shall be taken in such a manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which

the poll was demanded.

25. Subject to Section 141 of the Act, a resolution in writing signed by all 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 signed by one or more members for the time being entitled to attend and vote on such resolution at a General Meeting.
26. Every voting member shall have one vote.
27. No objection shall be raised to the qualification of any voting member except at the meeting or adjourned meeting at which the vote objected to is given or tendered, any 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 Chairman of the meeting whose decision shall be final and conclusive.
28. Votes may be given either personally or by proxy.
29. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.
30. 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.
31. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit..

**SAMARITANS IRELAND**

I/We, \_\_\_\_\_ of \_\_\_\_\_  
in the County of \_\_\_\_\_, being a member/members of the above named Company,  
hereby appoint \_\_\_\_\_  
of \_\_\_\_\_ or failing him  
or \_\_\_\_\_ as my/our proxy to vote for me/us on my/our behalf at the  
(annual or extraordinary, as the case may be) general meeting of the Company to be held  
on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

This form is to be used \*in favour of /against the resolution.  
Unless otherwise instructed, the proxy will vote as he thinks fit.

\*Strike out whichever is not desired.

32. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
33. A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such 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**

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

#### **ANNUAL SUBSCRIPTIONS**

35. The Directors shall be entitled from time to time to determine any Annual Subscriptions to be payable by any member of the Company. Such subscriptions shall be payable in advance of the 1st day of January in each year. A person becoming a member of the Company after the 1st day of January in any year may be required by the Directors to pay the entire Annual Subscription in respect of that year. In the event that any member shall cease to be a member prior to 1st day of January in any year that member shall not be entitled to any rebate of his Annual Subscription paid for that year. The terms and conditions attached to Life Subscriptions shall be determined by the Directors in their absolute discretion from time to time.

#### **DIRECTORS**

36. The number of Directors shall not exceed 11. Save for a Director appointed by Samaritans UK under Article 38 no person shall be qualified to be a Director unless he shall be a member of the Company entitled to attend at general meetings of the Company.
37. The ordinary members of the Company shall at all times be Directors of the Company.
38. Samaritans UK shall have the power at any time and from time to time to appoint an individual to be a Director of the Company in addition to the Directors who are ordinary members of the Company pursuant to Article 5. Only one position on the Board of Directors may at any one time be filled pursuant to this Article. A Director appointed pursuant to this Article shall be appointed for such term as may be determined by Samaritans UK from time to time, and may be removed and replaced by Samaritans UK in its absolute discretion.
39. No remuneration shall be payable to the Directors. Directors may be reimbursed by the Company for all such reasonable expenses as may be properly incurred in their attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the affairs of the Company and provided same are properly vouched.

## **BORROWING POWERS**

40. The Directors may 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 provided that the exercise of such powers shall be valid only if taken by way of a unanimous resolution of all Directors of the Company.

## **POWERS AND DUTIES OF DIRECTORS**

41. 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 Articles required to be exercised by the Company in general meeting subject nevertheless to the provisions of the Act and these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction has not been given.
42. 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 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.
43. 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.
44. The Directors shall cause minutes to be made in books provided 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 the Directors and of committees of Directors.

A copy of all such minutes shall be provided to Samaritans UK.

## **DISQUALIFICATION OF DIRECTORS**

45. The Office of Director shall be vacated if the Director:-
- (a) ceases to be an ordinary member of the Company (save for a Director appointed pursuant to Article 38 who shall not be an ordinary member of the Company); or

- (b) holds any office or place of profit under the Company;
- (c) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
- (d) becomes prohibited from being a Director by reason of any order made under Section 184 of the Act; or
- (e) becomes of unsound mind; or
- (f) resigns his office by notice in writing to the Company; or
- (g) is convicted of an indictable offence unless the Directors otherwise determine; or
- (h) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by section 194 of the Act.

#### **VOTING ON CONTRACTS**

46. A Director may not vote in respect of any contract in which he is interested or any matter arising thereout.

#### **PROCEEDINGS OF DIRECTORS**

47. The Directors may meet together for the despatch 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. Where there is any equality of votes, the Chairman 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 Directors. 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.
48. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be four, to include at least one of the following Directors: the Director appointed by Samaritans UK pursuant to Article 38 (if any), the Nation Trustee for Ireland Member or the Regional Director Member.
49. (a) For the purposes of these Articles, the contemporaneous linking together by telephone or other means of electronic communication of a number of Directors not less than the quorum shall be deemed to constitute a meeting of the Directors, and all the provisions in these Articles as to meetings of the Directors shall apply to such meetings, provided that each of the Directors taking part in such a meeting:
- (i) must be able to hear, and speak to, each of the other Directors taking part; and
  - (ii) is aware and intends that the meeting will be deemed to be a meeting of the Directors.
- (b) A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairman of the meeting.



- (c) The provisions of this Article shall apply, *mutatis mutandis*, to meetings of committees of the Directors.
50. 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.
51. The Nation Trustee for Ireland Member shall be the Chairman of meetings of Directors but, if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
52. The Directors may delegate any of their powers to committees consisting 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.
53. A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.
54. 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 Chairman shall have a second or casting vote.
55. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, 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.
56. 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.

#### **SECRETARY**

57. 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.
58. 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.

## THE SEAL

59. 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.

## ACCOUNTS

60. The Directors shall cause proper books of accounts to be kept relating to:-
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
  - (b) all sales and purchases of goods by the Company; and
  - (c) the assets and liabilities of the company.

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

61. The books shall be kept at the office or, subject to section 147 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.
62. 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 accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document except as conferred by statute or authorised by the Directors or by the Company in general meeting.
63. The Directors shall from time to time in accordance with Sections 148, 150, 157 and 158 of the Act cause to be prepared and to be laid before the Annual General Meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by those Sections to be prepared and laid before the Annual General Meeting of the Company.
64. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Annual General Meeting of the Company together with a copy of the Directors' report 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.

## AUDIT

65. Auditors shall be appointed and their duties regulated in accordance with Section 160 to 163 of the Act.

## NOTICES

66. A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a

letter containing the notice, and to have been affected in the case of the notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at which the letter would be delivered in the ordinary course of post.

67. Notice of every general meeting shall be given in any manner herinbefore authorised to:-

- (a) every member and every Director;
- (b) every person being a personal representative or the Official Assignee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
- (c) the Auditor for the time being of the Company.

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

#### **AMENDMENTS TO THE ARTICLES**

68. No amendments may be made to the Articles of Association without the prior written approval of Samaritans UK.

**NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS:**

1. Stephen Nicholas Evans,  
Sand Dunes,  
Wodehouse Road,  
Old Hunstanton,  
Norfolk, PE 36 6JD.  
Company Director
2. Jacqueline Majella Mary Sweeney,  
11 Kings Channel,  
Maypark Lane, Waterford,  
Ireland.  
Manager
3. Anita Lawlor,  
12 Seven Springs,  
Newbridge, Co. Kildare.  
Part Time Bank Official
4. Dominic Justin Charles Rudd,  
18 West Parade.  
Horsham,  
West Sussex, RH12 2BZ.  
Chief Executive
5. Suzanne Margaret Sarah Marie Elizabeth Costello,  
44 Bellevue Park Avenue,  
Off Woodbine Road, Dublin 4.  
Director
6. Timothy Simon Sexton,  
14 Orchard Close,  
Ruislip, Middlesex, HA4 7LS  
Actuary
7. Adrian Roderick Arnold,  
Holly Tree Cottage,  
2 Main Street, Laxton,  
Northhamptonshire, NN17 3AT.  
Business Consultant

Dated this                      day of                      20

Witness to the above Signatures:-