

COMPANIES ACT 2014

**CONSTITUTION OF HUNTINGTON'S DISEASE ASSOCIATION OF IRELAND, A COMPANY
LIMITED BY GUARANTEE AND NOT HAVING A
SHARE CAPITAL**

AS ADOPTED BY SPECIAL RESOLUTION ON 5 November 2016

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MEMORANDUM OF ASSOCIATION OF HUNTINGTON'S DISEASE ASSOCIATION OF IRELAND

1. The name of the Company is Huntington's Disease Association of Ireland (the "Company").
2. The Company is a Company Limited by Guarantee, registered under Part 18 of the Companies Act 2014.
3. The objects for which the Company is established is to promote purposes of benefit to people impacted by Huntington's Disease in a manner that is exclusively charitable in accordance with Irish law, in particular to:
 - a. exchange and disseminate information relating to Huntington's Disease;
 - b. provide support for individuals, families and carers who are impacted by Huntington's Disease;
 - c. co-operate with the medical, caring, social and scientific professions in the management of Huntington's Disease.
4. 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 Objectⁱ:
 - (a) 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.
 - (b) To undertake, accept, execute and administer, without remuneration, any charitable trusts.
 - (c) 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.
 - (d) To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.
 - (e) To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
 - (f) To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object.
 - (g) Subject to clause 7, to employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Object.

- (h) 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.
- (i) 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.
- (j) 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.
- (k) To co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Object.
- (l) 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.
- (m) 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.
- (n) 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.

- (o) 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.
- (p) 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.
- (q) 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.
- (r) 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).
- (s) 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.
- (t) 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.
- (u) To maintain, improve or provide public amenities including recreational facilities, childcare, public health, home, welfare and youth facilities generally.
- (v) 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.
- (w) 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 Clause 6 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.

- (x) To procure the registration or incorporation of the Company in or under the laws of any place outside Ireland.
- (y) To pay all expenses of and incidental to the incorporation and establishment of the Company.
- (z) 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.
- (aa) To found, subsidise, and assist any charitable funds, associations or institutions calculated to promote or assist the Main Object.
- (bb) To establish and maintain links with international and national organisations having similar objectives.
- (cc) To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Object.
- (dd) 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.

5. The Company shall not support with its funds any objects or endeavour to impose or procure to be observed by its members or others any regulations, restriction or condition which, if an object of the Company would make it a trade union.

6. The income and property of the Company shall be applied solely towards the promotion of the 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. 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) insurance premia in respect of any Director's liability indemnity insurance policy or policies;
 - g) 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. The Company must ensure that the Charities Regulatory Authority has a copy of its most recent Constitution. If it is proposed to make an amendment to this Constitution which requires the prior approval of the Charities Regulatory Authority, advance notice in writing of the proposed changes must be given to the Charities Regulatory Authority for approval, and the amendment shall not take effect until such approval is received.
8. No amendment of any kind shall be made to the provisions of clauses [6] and [11] of the Memorandum of Association and no amendments shall be made to the memorandum and articles of association to such extent that they would alter the effect of Clauses [6] and [11] of the Memorandum of Association, such that there would be non-compliance with the requirements of section 971/1180 of the Companies Act 2014.
9. The liability of the members of the Company (the "Members") is limited.
10. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.
11. 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. The Company or Companies to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of Clause [6] hereof. Members of the Company shall select the relevant Company or Companies 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 Regulatory Authority. 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.
12. 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 One Euro (1 Euro).
13. Prior permission of the Revenue Commissioners shall be obtained where it is intended to accumulate funds for a period in excess of two (2) years.

**ARTICLES OF ASSOCIATION TO ACCOMPANY PRECEDING MEMORANDUM OF
ASSOCIATION OF HUNTINGTON'S DISEASE ASSOCIATION OF IRELAND.**

The following regulations shall apply to the Company:

Interpretation.

1. In these Articles:—

“Act” means the Companies Act, 2014;

“Board” means the Board of the Company;

“Company” means [HUNTINGTON'S DISEASE ASSOCIATION OF IRELAND];

“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;

“in writing” means written or produced by any substitute for writing, or partly one and partly another;

“Ireland” means the territory of the Republic of Ireland;

“Member” means a Member of the Company;

“Month” means Calendar Month;

“the Office” means the registered Office for the time being of the Company;

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

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

“Year” means Calendar Year.

Expressions referring to writing shall be construed, unless the contrary intention appears, be construed as including references to email, facsimile, printing, lithography, photography and any other modes of representing or reproducing words in a visible form, provided, however, that it shall not include writing in any other electric form except as provided in these Articles and/or where it constituted writing in electric form sent to the Company, the Directors have approved its receipt in such Form. Expressions in these Articles referring to execution of any document shall include any mode of execution under Seal or under hand or any mode of electronic signature as shall be approved by the Directors.

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.

The Act

2. The provisions of the Act are adopted subject to Article 3 and the modifications contained herein.
3. The Company notes the sections of the Act specifically disappplied in respect of companies limited by guarantee under Part 18 of the Act and further disappplies the following Sections of the Act: 188 (2)(b), 618(1)(b), 1196, and 1198.

Members.

4. The number of Members the Company proposes to be registered with is 200; however, the Directors may increase this number and, where an increase is made, it shall notify the Companies Registration Office of the details of the increase within 15 days of the date on which the increase was resolved or took place.
5. The subscribers to this Constitution and such other persons and categories of eligible entities as determined by the Directors who meet the membership terms as set down in the document entitled the Company Governance Handbook, as may be amended by the Directors from time to time, shall be the Members of the Company and shall be entered in the register of Members kept in accordance with the Act.

Obligations of Members.

6. Every member shall as a continuing condition of membership be bound by the provisions of the Constitution of the Company and any amendment thereof, and shall observe all (if any) rules or regulations made from time to time by the Company in General Meeting or by the Board.
7. Membership of the Company shall cease:
 - (a) on the Member's death or bankruptcy;
 - (b) if the Member resigns by notice in writing, to the Secretary at the Company's Office; or
 - (c) if the Directors determine that such member has failed to observe the membership terms as set down in the Company Governance Handbook.

General Meetings.

8. The quorum for a General Meeting shall be those Members and Associate Members present in person.
9. An extraordinary general meeting may be called at any time by the Secretary on request from at least 10% of those entitled to vote at a General Meeting.

Votes of Members.

10. Every Member and Associate Member shall have one vote.
 - a) The Chairperson shall have a second and casting vote.

Directors.

11. The number of the Directors shall be a maximum of 14, but shall never be less than 5.
12. The requirements for directorship, election rules and provisions supplemental to the requirements of the Act in relation to removal and vacation of the office of Director are as set out in the Company Governance Handbook.
13. The quorum for a meeting of directors shall be at least 4 directors present in person or by suitable electronic means to allow them to actively participate in the board meeting.
14. The Directors may be paid 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 in connection with the business of the Company.

Powers and Duties of Directors.

15. 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 the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors. The membership structure and terms of reference of any Committee established by the Directors shall be as set out in the Company's Governance Handbook.

Voting on Contracts.

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

Rotation of Directors.

17. The rotation of Directors shall be in accordance with the provisions of the Company Governance Handbook.

Secretary.

18. The Secretary shall be appointed by the Directors for such term and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
19. 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.

20. 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 Directors for the purpose.

Audit.

21. Auditors shall be appointed and their duties regulated in accordance with Sections 333 to 337 of the Act.

Dispute Resolution

22. The Directors, Members and Associate Members will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Constitution through negotiations between a nominee of each of the parties.

23. In the event of a dispute between the parties concerning the interpretation of any aspect of this Constitution or the rights and obligations afforded hereunder, such matter or matters in dispute shall be firstly settled by mediation. The place of mediation shall be Dublin, Ireland. The language to be used in the mediation proceedings shall be English. The Mediation Tribunal shall consist of a single mediator appointed by agreement between the parties or, failing agreement between the parties within 30 days after a request for mediation is made by any party, appointed on the application of any party by the President for the time being of the Law Society of Ireland.

24. In the event that any dispute between the parties as aforesaid cannot be resolved by way of Mediation, such matter or matters remaining in dispute shall be finally settled by arbitration. The place of arbitration shall be Dublin, Ireland. The language to be used in the arbitral proceedings shall be English. The Arbitration Tribunal shall consist of a single arbitrator appointed by agreement between the parties or, failing agreement between the parties within 30 days after a request for arbitration is made by any party, appointed on the application of any party by the President for the time being of the Law Society of Ireland.

25. We, the several persons whose names and addresses are subscribed, wish to be formed into a company in pursuance of this constitution.

Names, addresses and descriptions of the original subscribers
Ailish Maddock, Kildalton, Piltown, Co Kilkenny. Company Secretarial Assistant
Lisa Courtney, 33 Pine Valley Avenue, Rathfarnham, Dublin16. Marketing Assistant
Jon Rock, 17 Brookfield, Rush, Co. Dublin. Company Director
Cathal Horan, 10 Marion Hill, Portarlinton, Co. Laois. Production Assistant
Lucy Brock, 3 Montevella, Barnhill Road, Dalkey, Co. Dublin. Sales Assistant
Jonathan Goodwin, 5 Ulverton Close, Dalkey, Co. Dublin. Production Assistant
Niall Walsh, 8 Fairways, Rathfarnham, Dublin 14. I.T. Manager

Dated 28th May 1998

Witness to the above signatures:

Name: Gloria Cassidy,

Address: 17 Dame Street, Dublin 2
