COMPANIES ACT, 2014

COMPANY LIMITED BY GUARANTEE

CONSTITUTION

of

SPECIALISTERNE IRELAND COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

NAME

1. The name of the Company is Specialisterne Ireland Company Limited by Guarantee.

COMPANY LIMITED BY GUARANTEE

2. The Company is a company limited by guarantee registered under Part 18 of the Companies Act 2014 (the “Act”).

MAIN OBJECT

3. The main object for which the Company is established is to enable persons with autism, pervasive developmental disorders and/or related mental and behavioural disorders in the Republic of Ireland to achieve a meaningful and productive working life, to the benefit of such persons, society and the business sector on a global basis. The Company will achieve this by providing consultancy, recruitment and support services to such persons, including providing work performance assessments and communication coaching, matching participants to job roles and working with companies in developing hiring and management practices.

POWERS AND OBJECTS

4. The following objects set out hereafter are exclusively subsidiary and ancillary to the main object set out above and these objects are to be used only for the attainment of that main object and any income generated therefrom is to be applied for the main object only.

5. The following are the powers of the Company:
(a) to furnish and provide the Company’s property with such furniture implements, machinery and conveniences as the Company may think desirable;

(b) to provide gardens, greenhouses and grounds for recreation and amusement;

(c) to raise funds and help raise funds for any charitable purpose;

(d) to carry on any business which may seem to the Company capable of being conveniently carried on in connection with the above main object or calculated directly or indirectly to enhance the value of or render profitable any of the Company’s property, rights or interests;

(e) to make, draw, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments;

(f) to acquire by purchase, exchange, lease 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;

(g) 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;

(h) 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);

(i) 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, debentures or securities so received;

(j) 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;

(k) 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;

(l) 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;

(m) 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;

(n) 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 object(s) of the Company;

(o) 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;

(p) 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;

(q) to procure the Company to be registered or recognised in any foreign country, colony, dependency or place;

(r) to pay all or any expenses of, incidental to or incurred in connection with the formation and incorporation of the Company and the raising if 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;

(s) 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;

(t) 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.

**LIABILITY OF MEMBERS**

6. The liability of the members is limited.

7. 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 Ten Euro.

WINDING UP

8. If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other charitable institution or institutions having main objects similar to the main objects of the Company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 9 hereof. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object with the agreement of the Charities Regulator. Final accounts 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.

INCOME AND PROPERTY

9. 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. 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; and/or

(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.
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).

ADDITIONS, ALTERATIONS OR AMENDMENTS

10. 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.
ARTICLES OF ASSOCIATION

The following Regulations shall apply to the Company:

1. INTERPRETATION

1.1 Definitions: In these Regulations:

“Act” means the Companies Act, 2014;

“Directors” means the directors of the Company for the time being and from time to time; and

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

1.2 Construction: In this Constitution, unless a contrary intention is stated, a reference to:

(a) the singular shall include the plural and vice versa;

(b) either gender includes the other;

(c) a person shall be construed as a reference to any individual, firm or company, corporation, governmental entity or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing;

(d) a person includes that person’s legal personal representative, permitted assigns and successors;

(e) a Regulation is a reference to a regulation of this Constitution and a reference to a paragraph or sub-paragraph is a reference to a paragraph or sub-paragraph of the Regulation in which it appears;

(f) time shall be construed by reference to whatever time may from time to time be in force in Ireland;

(g) any agreement document or instrument is to the same as amended, novated, modified, supplemented or replaced from time to time;

(h) ‘including’ means comprising, but not by way of limitation to any class, list or category; and

(i) ‘writing’ shall include a reference to any electronic mode of representing or reproducing words in visible form.

1.3 Companies Act Terms: Save as otherwise expressly defined in this Constitution, or where a contrary intention is stated, each word and phrase defined in the Act (excluding any modification or re-enactment thereof not in force on the date of adoption of this
Constitution) shall, when used in this Constitution, have the meaning given to it in the Act.

1.4 **Headings:** Headings are to be ignored in the construction of this Constitution.

2. **OPTIONAL PROVISIONS**

The optional provisions of the Act (as defined in section 1177(2) of the Act) shall apply to the Company save and so far as they are excluded or modified by this Constitution and such optional provisions together with the provisions of this Constitution shall constitute the Regulations of the Company.

3. **MEMBERS**

3.1 **Number of Members:** The number of members with which the Company proposed to be registered is unlimited.

3.2 **Admission to Membership:** The subscribers to this Constitution and such other persons as the Directors shall admit to membership shall be members of the Company.

3.3 **Rights and Liabilities of Members:** 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.

4. **RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP**

4.1 **Resignation by a Member:** A member of any class may by notice in writing to the Secretary of the Company resign his membership of the Company.

4.2 **Cessation of Membership on Death:** Membership of the Company shall automatically cease on any member’s death.

4.3 **Expulsion from Membership:** If any member shall refuse or wilfully neglect to comply with any of Regulations or shall have been guilty of such conduct as in the opinion of the Directors either shall have rendered him unfit to remain a member of the Company or shall be injurious to the Company or if the Directors shall for any other good reason require that a member shall be expelled, such members may by a Resolution of the Directors be expelled from membership provided that he shall have been given notice of the intended resolution for his expulsion and shall have been afforded an opportunity of giving orally or in writing to the Directors any explanation or defence as he may think fit. Notice under this Regulation shall be deemed to have been served pursuant to section 218(5) of the Act whether or not it is actually received by the member intended to be served with such notice.
5. **ANNUAL SUBSCRIPTIONS**

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.

6. **PROCEEDINGS AT GENERAL MEETINGS**

6.1 **Delivery of Proxies:** The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notorially 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, before the commencement of the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, before the commencement of the taking of the poll, and, in default, the instrument of proxy shall not be treated as valid.

6.2 **Poll:** In addition to the right to demand a poll set out in section 189(2) of the Act, a poll may be demanded by any member present in person or by proxy who is entitled to vote at the meeting.

7. **DIRECTORS**

7.1 **Number of Directors:** The number of Directors shall be determined in writing by the subscribers to this Constitution or a majority of them.

7.2 **Appointment of Directors:** A Director appointed to fill a casual vacancy or as an addition to the existing Directors shall not be required to retire from office at the annual general meeting next following his appointment and section 144(3)(c) of the Act shall not apply to the Company.

7.3 **Notice to Directors outside State:** The Directors shall give notice in writing of any meeting of the Directors to any Director who, being resident in the State, is for the time being absent from the State and section 160(4) of the Act shall be modified accordingly. The provisions of section 218(5) of the Act shall apply in respect of any such notice.

7.4 **Executive Directors:** The Directors may from time to time appoint one or more of themselves to be managing director or any other category of executive director. Sections 159(4) to (6) of the Act (inclusive) shall apply to all executive directors as they apply to a managing director.

7.5 **Alternate Directors:**
(a) More than one person may stand appointed at a particular time to be an alternate Director as respects a particular Director (the “appointer”), provided that only one person so appointed shall be entitled to represent and vote on behalf of the appointer in respect of any particular meeting or resolution. Section 165(2) of the Act shall not apply to the Company.

(b) An alternate Director shall be entitled to receive notice of and to attend and vote at any meeting of the Directors at which the appointer is not personally present and, in the absence of the appointer, to exercise all the powers, rights, duties and authorities of the appointer as a Director including (without limitation) with regard to the signing or countersigning of instruments to which the seal of the Company is affixed, but excluding the right to appoint an alternate. For the purposes of section 161(1) of the Act, the signature of an alternate Director shall suffice in place of the signature of the appointer. Section 165(3) of the Act shall not apply to the Company.

(c) A person may act as an alternate for more than one Director and while he is so acting shall be entitled to a separate vote for each Director he is representing and, if he is himself a Director, his vote or votes as an alternate shall be in addition to his own vote. An alternate shall be counted for the purpose of reckoning whether a quorum is present at any meeting attended by him at which he is entitled to vote, but where he is himself a Director or is the alternate of more than one Director he shall only be counted once for such purpose.

(d) An alternate Director’s appointment shall terminate if for any reason the appointer ceases to be a Director.

(e) An alternate Director shall not by virtue of his appointment be an agent of the appointer.

7.6 **Use of Company Property**: For the purposes of section 228(1)(d) of the Act, the reasonable personal use by a Director for his own benefit of any property of the Company and made available for use by the Director in connection with the business or affairs of the Company shall be permitted, subject to any restrictions imposed by the Company under contract or otherwise and provided that such use shall not be materially prejudicial to the interests of the Company.

7.7 **Disqualification of Directors**: The office of Director shall be vacated if:

(a) the Director makes any arrangement or composition with his creditors generally;

(b) a declaration of restriction is made in relation to the Director and the Directors, at any time during the currency of the declaration, resolve that his office be vacated;

(c) the health of the Director is such that he can no longer be reasonably regarded as possessing an adequate decision making capacity;
(d) the Director resigns his office by notice in writing to the Company;

(e) the Director is absent from meetings of the Directors for six successive months without leave, and his alternate Director (if any) shall not during such period have attended in his stead, and the Directors resolve that his office be vacated;

(f) the Director is convicted of an indictable offence, other than an offence specified in section 839 and other than a conviction on indictment of an offence specified in section 855(1) or section 856(1) of the Act, and the Directors resolve that his office be vacated;

(g) the Director is removed from office by a resolution duly passed pursuant to section 146 of the Act, or under any provision of this Constitution; or

(h) the Director 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 231 of the Act,

and sections 148(2) to (3) of the Act (inclusive) shall not apply to the Company.

8. COMMITTEES OF DIRECTORS

The meetings and proceedings of any committee formed by the Directors shall be governed by the provisions of sections 160(10) to (12) of the Act (inclusive) and the provisions of this Constitution regulating the meetings and proceedings of Directors so far as the same are applicable and are not superseded by any regulations imposed on such committee by the Directors.

9. ROTATION OF DIRECTORS

9.1 Alteration of Number of Directors: The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office. Section 144(3)(d) of the Act shall not apply to the Company.

9.2 Appointment of Replacement or Additional Directors: A person appointed as a Director by the Company pursuant to section 144(3)(c) of the Act shall be subject to retirement at the same time as if he had become Director on the day on which the Director in whose place he is appointed was last elected a Director. Section 144(3)(e) of the Act is modified accordingly in its application to the Company.

10. NOTICES

The provisions of section 218(5) of the Act shall apply in relation to the Company and shall apply to notices served upon the persons listed in section 180(1) of the Act. For the purposes of section 218(3)(d), notices may be served by electronic means (including electronic mail) and by his signing the written resolution adopting this Constitution,
each person who is a member of the Company as at the date of its adoption, and by his signing an application for the issuance to him of shares and/or by his becoming a member of the Company, each person who becomes a member of the Company after the adoption of this Constitution, irrevocably consents to the use of electronic means for the service or giving of notices in relation to him.

11. **INDEMNITY**

Subject to the Act:

(a) every Director, managing director, agent, auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in relation to his acts while acting in such office, in which judgment is given in his favour or in which he is acquitted or in connection with any application under sections 233 and 234 of the Act in which relief is granted to him by the court. Section 235(3) of the Act shall apply to the Company; and

(b) every Director, managing director, agent, auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in or about the execution of the duties of his or her office or otherwise in relation thereto and no officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his or her office or in relation thereto. This Regulation 11(b) shall have effect only in so far as its provisions are not void under section 235 of the Act.
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 subscribers

Dated …… ……………….. 20{●}

Witness to the above signatures:

Name: _________________________________

Address: _______________________________