



**COMPANIES ACT 2014**

**CONSTITUTION**

**OF**

**HHT IRELAND**

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

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## MEMORANDUM OF ASSOCIATION

OF

HHT IRELAND

### A COMPANY LIMITED BY GUARANTEE

1. The name of the Company is HHT Ireland a Company Limited by Guarantee (the "Company").
2. The Company is a company limited by guarantee without a share capital, registered under Part 18 of the Companies Act 2014.
3. The principal object for which HHT Ireland is established is:-
  - (a) To raise awareness of HHT (Hereditary Haemorrhagic Telangiectasia) and provide support for the people affected by HHT and their families in the Republic of Ireland through patient forums and meetings, online discussions, publications, or by such other means as may be deemed desirable, suitable or necessary;

#### Subsidiary Objects

4. In furtherance exclusively of the main object, the Company will have the following subsidiary objects and any income generated from the subsidiary objects is to be applied to the main objects only.
  - 4.1. To raise awareness of HHT in Ireland in order to support those affected by HHT and identify undiagnosed sufferers.
  - 4.2. To advocate on behalf of HHT families with all relevant bodies for improved services in the treatment of HHT.
  - 4.3 To co-operate with the medical, scientific, social and caring professions to promote scientific research into the causes of, cure for and management of HHT and the alleviation of its medical and social symptoms;
  - 4.4 To exchange and disseminate information relating to HHT.
5. To the extent that the same are essential or ancillary to the promotion of the main object of the Company, the Company may exercise all such powers and do all other such things as are incidental to the attainment of the main object of the Company.
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) reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;
  - c) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
  - d) 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;
  - e) 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 [7] and [12] 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 [7] and [12] 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.

**ARTICLES OF ASSOCIATION**  
**OF**  
**HHT IRELAND**  
**A COMPANY LIMITED BY GUARANTEE**

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 HHT Ireland a Company Limited by Guarantee;

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

“HHT” means Hereditary Haemorrhagic Telangiectasia;

“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 disapplies the following Sections of the Act: 188 (2)(b), 618(1)(b), 1196, and 1198.
4. The number of Members the Company proposes to be registered with is ~~3~~; 7 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.

### Obligations of Members

5. 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.
6. Membership of the Company shall cease:
  - (a) on the Member's death or bankruptcy or upon conviction of a fraudulent act during membership; or
  - (b) if the Member resigns by notice in writing, to the Secretary at the Company's Office.

### General Meetings

7. The quorum for a general meeting shall be 5 Members present in person or by proxy.
8. An extraordinary general meeting may be called at any time by the Secretary on request from at least [10%] of Members entitled to vote at a general meeting.

### Votes of Members

9. Every Member shall have one vote.

### **Directors**

10. The number of the Directors shall be 3, but can be increased should it be deemed necessary by the directors.
11. The quorum for a meeting of directors shall be 3 directors present in person or by suitable electronic means to allow them to actively participate in the board meeting.
12. 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**

13. The Powers and Duties of the Directors will be as set out in the Act.

### **Voting on Contracts**

14. A director may not vote in respect of any contract in which he or she is interested or any matter arising there out. A Director should always inform the other Directors when there might be a conflict of interest.

### **Rotation of Directors**

15. The rotation of Directors shall be in accordance with the provisions of the Act.

### **Secretary**

16. 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.
17. 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**

18. 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

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

### Income and Property

20. 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.
21. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:
- (a) reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the Company;
  - (b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the Company to the Company;
  - (c) reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;
  - (d) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
  - (e) fees, remuneration or other benefit in money or money's worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such company;
  - (f) Nothing shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act, 2009 (as for the time being amended, extended or replaced).

### Additions, alterations or amendments

22. 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.

### Winding Up

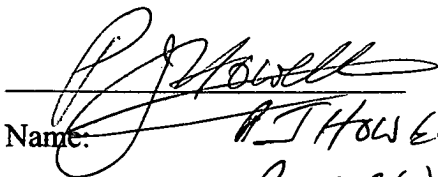
23. If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property shall be given or transferred to some other charitable institution 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 6 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.

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
<p><b>Dara Woods, 17 Drynam, Court, Swords, County Dublin.</b></p> <p><b>Credit Controller</b></p> <p>Signature: <u>Dara Woods</u></p>
<p><b>Mary Quinlan, 5 Waterloo Avenue, North Strand, Dublin 3.</b></p> <p><b>Anthropologist</b></p> <p>Signature: <u>Mary Quinlan</u></p>
<p><b>Julie Trundle, 25 Templeroan Close, Knocklyon, Dublin 16.</b></p> <p><b>Company Secretary</b></p> <p>Signature: <u>Julie Trundle</u></p>
<p><b>David Woods, 17 Drynam Court, Swords, County Dublin.</b></p> <p><b>Retired</b></p> <p>Signature: <u>David Woods</u></p>
<p>GERARD MURRAY, 75 ASHFIELD GREEN, DROGHEDA, Co. LOUTH</p> <p>RETIRED</p> <p>Signature: <u>Gerard Murray</u></p>
<p>LIAN TEAGDIE 5 HERMITAGE PARK, GRANGE ROAD, RATHFARHAM DUB</p> <p>Signature: <u>Lian Teagdie</u></p>
<p>ECAINE SOLAN, 37 HIGHFIELD CRESCENT, SWORDS, Co Dublin</p> <p>Signature: <u>Ecaine Solan</u></p>

Signatures in writing of the above subscribers attested by witness as provided for below

Witness to the above signatures:



Name: R. J. HOWELL

Occupation: RETIRED

Address: 5 WATERLOO AVE. JUBA, ALA.