

" A "

COMPANIES ACT 2014  
SCHEDULE 10



FORM OF CONSTITUTION OF COMPANY LIMITED BY GUARANTEE

Section 1176.

CONSTITUTION  
OF  
VANTASTIC COMPANY LIMITED BY GUARANTEE  
MEMORANDUM OF ASSOCIATION

1. The name of the company is: **VANTASTIC COMPANY LIMITED BY GUARANTEE**
2. The company is a company limited by guarantee, registered under *Part 18* of the *Companies Act 2014*.
3. The main object for which the Company is established is:
  - (i) To provide flexible transport services for people with permanent or temporary mobility difficulties, physical & sensory disabilities and not for profit organizations that will incorporate users, service providers and key relevant agencies and link in with national policy aimed at providing fully accessible transport services for all.
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.*
  - (i) To provide services that will primarily seek to facilitate such aforementioned users who are either unable to use public and private transport or for whom such transport is unavailable or inappropriate. It will seek to provide a means for users to integrate fully into training, education, employment and social life.
  - (ii) To promote and develop the mainstreaming and integration of the concept of independent living for persons aforementioned and engage in action research programmes aimed at developing services that achieve transport for all.
5. **In furtherance of the main object the company shall have the following powers:**
  - (a) To do all such lawful things as may be necessary for the attainment of the main object or any of the subsidiary objects.
  - (b) To furnish and provide the Company's property with such furniture implements, machinery and conveniences as the Company may think desirable.
  - (c) To provide gardens, greenhouses and grounds for recreation and amusement.
  - (d) To raise funds and help raise funds for any charitable purpose.
  - (e) 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.
  - (f) 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.

(g) 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, masionettes, 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.

(h) 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.

(i) 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).

(j) 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.

(k) 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.

(l) 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.

(m) 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.

(n) 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.

(o) The company can provide loans to other charitable organisations for the benefit of the community. The directors will have the power to approve the issuing of these loans at a properly convened board

meeting.

(p) 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.

(q) 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.

(r) 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.

(s) To procure the Company to be registered or recognised in any foreign country, colony, dependency or place. 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.

(t) 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.

(u) 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.

6. The liability of the members is limited.
7. Every member of the company undertakes to contribute to the assets of the company, if the company is wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for
  - (a) the payment of the debts and liabilities of the company contracted before he or she ceases to be a member, and the costs, charges and expenses of winding up; and
  - (b) the adjustment of the rights of contributories among themselves.such amount as may be required, not exceeding **€1.00 (one 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;

(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**

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.

#### **KEEPING ACCOUNTS**

11. Annual accounts shall be kept and made available to the Revenue Commissioners on request.

### **ARTICLES OF ASSOCIATION**

The following Regulations shall apply to the company:

1. The number of members with which the company proposes to be registered is eight.

2. The provisions of the Companies Act 2014 are adopted save to the extent that they are dis-applied, modified or supplemented by this constitution.
3. The company may have for use in any place abroad an official seal which shall resemble the common seal of the company with the addition on its face of the name of every place abroad where it is to be used.
4. At the first annual general meeting of the company, all the directors shall retire from office. At every annual general meeting after that, one third, or, if that is not a whole number, the closest whole number to one third, shall retire from office. Those to retire shall be those who have been longest in office since last having been elected, except that, for those who became directors on the same day, those to retire out of them shall be decided by lot or agreed amongst themselves.
5. Where a director retires as required by Regulation 4, he or she shall be deemed to be re-elected if he or she offers himself or herself for re-election, a resolution for his or her re-election has not been put to the meeting referred to in that Regulation and lost, there has been no express resolution not to fill his or her vacated office, and the members at that meeting do not elect someone as director in his or her place.
6. Where the company increases or reduces the number of directors, it may also decide in what rotation an increased or reduced number of directors is to go out of office.
7. Someone appointed by the directors to be a director, either to fill a casual vacancy or as an addition to the existing directors shall not be taken into account in determining the directors who are to retire at the next annual general meeting after that appointment.
8. In the case of a resolution to remove a director under *section 146* of the *Companies Act 2014* or to appoint somebody instead of the director so removed at the meeting at which he or she is removed, and where it is not practicable that the company give its members notice of any such resolution at the same time and in the same manner as it gives notice of that meeting, the company may give notice of such resolution in any manner which the directors may decide on.
9. A meeting of the directors or of a committee referred to in *section 160(9)* of the *Companies Act 2014* may consist of a conference between some or all of the directors or, as the case may be, members of the committee who are not all in one place, where each of them is able (directly or by means of telephonic, video or other electronic communication), to communicate with each of the others by sign language or in any other manner agreed to by the directors, as well as in any circumstance provided for by law.
10. At the start of a conference referred to in Regulation 9, whether occurring under that Regulation or as provided for by law, each director or, as the case may be, members of the committee must acknowledge that he or she accepts that the conference is such a conference and is a meeting of the directors or of a committee referred to in *section 160(9)* of the *Companies Act 2014*, as the case may be.
11. A director or, as the case may be, member of the committee taking part in a conference referred to in Regulation 9, whether occurring under that Regulation or as provided for by law, may not stop taking part in the conference without the express permission of the chairperson, and shall be conclusively deemed to have taken part in the meeting unless and until the chairperson gives such permission.
12. An extraordinary general meeting of the company not for the passing of a special resolution, other than an adjourned meeting, shall be called by not less than 14 days' notice.
13. *Subsection (5) of section 182* of the *Companies Act 2014* shall apply to the company, but as if it read 30 instead of 15 minutes.
14. The business of the annual general meeting shall include the election and re-election of the directors.
15. *Subsection (5) of section 218* of the *Companies Act 2014* shall apply to the company.
16. The company shall indemnify every current or former officer of it, including a statutory auditor, against any liability incurred by him or her in defending proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted, or in connection with any proceedings or application referred to in, or under, *section 233* or *234* of the *Companies Act 2014* in

which relief is granted to him or her by the High Court.

17. The directors may, from time to time, set an annual subscription to be payable by any member of the company. That subscription shall be payable in advance on the 1<sup>st</sup> day of July in each year. Someone who becomes a member of the company after that date may be required to pay the entire annual subscription for that year and someone who stops being a member before that date shall not be entitled to any refund. The directors may also, from time to time, set terms and conditions for life subscriptions.

The Companies Acts 1963 to 1999

Names, Addresses & Descriptions of Subscribers

Roger Acton  
Derreen,  
Saval Park Road,  
Dalkey,  
Co. Dublin.

Head of ACCA (Ireland)

Roger Acton

Catherine Hickey  
21 Deerhaven View,  
Clonee,  
Dublin 15.

Charity Director

Catherine Hickey

Donal Toolan  
33 Conway Court,  
Macken Street,  
Dublin 2.

Strategic Consultant

Donal Toolan

Laura Ward  
Uggoon Upper,  
Tulla,  
Co. Clare.

Community Transport Worker

Laura Ward

Witness to the above signatures:-

Name: AUDREY BRODIGAN

Address: 6 WESTERN WAY,  
BROADSTONE,  
DUBLIN 7

Audrey Brodigan

The Companies Acts 1963 to 1999 (continued)

Names, Addresses & Descriptions of Subscribers

Florence Dougal  
Apartment 2,  
Seafield Court,  
Castle Avenue,  
Clontarf,  
Dublin 3.

Receptionist

Florence Dougal

Donal Coughlan  
47 The Mill,  
Weaver Square,  
Dublin 8.

Gentleman

Donal Coughlan

Sandra O'Donovan  
1 Breffni Gardens,  
Main Street,  
Baldoyle,  
Dublin 13.

Student

Sandra O'Donovan

Witness to the above signatures:-

Name: AUDREY BRODIGAN

Address: 6 WESTERN WAY,  
BROADSTONE,  
DUBLIN 7

Audrey Brodigan