

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE
CAPITAL

Constitution

- of -

**IRISH PLANNING INSTITUTE INSTITIUID PLEANALA
NA H-EIREANN**

MEMORANDUM OF ASSOCIATION

1. **Name**

The name of the Company is the Irish Planning Institute company limited by guarantee.

2. **Company type**

The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.

3. **Main Object**

The main object for which the Company is established (the “Main Object”) is:-

To advance the art and science of urban, rural, regional and marine planning in Ireland for the benefit of the community.

4. **Subsidiary Objects**

As objects incidental and ancillary to the attainment of the Main Object, the Company shall have the following subsidiary objects:

- a) To maintain and further improve high standards of planning practice, planning research and implementation in Ireland.

- b) To co-ordinate professional planning opinion in Ireland and to offer advice as a body on issues of planning importance.
- c) To encourage and contribute to the development of planning education in Ireland with special emphasis on the provision of ongoing CPD/professional development planning education and on the organisation of relevant discussion and lectures.
- d) To promote communications between planners, and between planners and the public in the interest of improving the standard and practice of planning in Ireland through publications, exhibitions, and other means.
- e) To protect, maintain, advance and raise the status of the planning profession in Ireland.
- f) To represent the interests of Irish Planning in The European Union and to communicate with other bodies of common interest throughout the world.
- g) To improve and elevate the technical and general knowledge of persons engaged in or about to engage in the planning profession or in any employment in connection therewith and with a view thereto to provide for the delivery of lectures and the holding of classes and to test by examination or otherwise the competence of such persons to award certificates, scholarships, rewards and other benefactions.
- h) To promote standards to be attained by the profession.
- i) To admit any person (whether eligible or not eligible for membership) to be Associates or Honorary Members of the Institute on such terms and to confer on them such rights and privileges as may seem expedient.
- j) To provide all such benefits as are feasible and lawful for Members of the Institute
- k) To give Members such advice, support or other assistance as shall appear to the Institute to be proper and desirable and in particular without limitation of the generality of the foregoing to give assistance (so far as may be lawful and proper so to do) whether by giving monetary assistance or defraying legal expenses or otherwise to any Member of the Institute in enforcing or resisting rights of claim whether at law or otherwise the enforcement of which shall effect the interest of those engaged in the planning profession or which may involve the decisions of points of law or other questions of importance affecting the profession.
- l) To accredit higher planning education and training programmes, for the purposes of membership of the Institute, which meet the educational requirements of the Institute.

5. **Powers**

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 Object:

- 5.1 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.
- 5.2 To undertake, accept, execute and administer, without remuneration, any charitable trusts.
- 5.3 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.
- 5.4 To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.
- 5.5 To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
- 5.6 To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object.
- 5.7 Subject to the Income and Property clause hereof, to employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Object.
- 5.8 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.

- 5.9 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.
- 5.10 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.
- 5.11 To co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Object.
- 5.12 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.
- 5.13 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 their power shall include power from time to time to vary any investments made thereunder.
- 5.14 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.
- 5.15 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.

- 5.16 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.
- 5.17 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.
- 5.18 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 their or her functions.
- 5.19 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.
- 5.20 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.
- 5.21 To maintain, improve or provide public amenities including recreational facilities, childcare, public health, home, welfare and youth facilities generally.
- 5.22 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.
- 5.23 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 the Income and Property clause 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.

- 5.24 To procure the registration or incorporation of the Company in or under the laws of any place outside Ireland.
- 5.25 To pay all expenses of and incidental to the incorporation and establishment of the Company.
- 5.26 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.
- 5.27 To found, subsidise, and assist any charitable funds, associations or institutions calculated to promote or assist the Main Object.
- 5.28 To establish and maintain links with international and national organisations having similar objectives.
- 5.29 To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Object.
- 5.30 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.

PROVIDED THAT:

- (a) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law having regard to such trusts;
- (b) nothing hereinbefore contained shall be construed as including in the purposes for which the Company has been established any purposes which are not charitable according to law.

6. Income and Property

- 6.1 The income and property of the Company shall be applied solely towards the promotion of Main Object(s) as set forth in their 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.

6.2 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.

7. Additions, alterations or amendments

The Company must ensure that the Companies Registration Office has a copy of its most recent Constitution.

8. Winding Up

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 the Income and Property clause 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 Companies Registration Office. 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.

9. **Limited Liability**

The liability of the members is limited.

10. **Undertaking to Contribute**

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) 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 the contributories among themselves, such amount as may be required, not exceeding €1.

ARTICLES OF ASSOCIATION

PRELIMINARY

1. In these Articles, unless there is something in the subject or context inconsistent herewith:

The "**Act**" means the Companies Act, 2014.

The "**Company**" means the above named Company.

The "**Directors**" means the members for the time being of the board of directors of the Company and "Director" shall be construed accordingly.

The "**Secretary**" means any person appointed to perform the duties of the Secretary of the Company.

The "**Seal**" means the Common Seal 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 visible form.

MEMBERS

2. For the purposes of registration the number of members of the Company is taken to be 300 but the Company may from time to time register an increase of members.
3. The members of the Company shall be (i) the subscribers to the Memorandum of Association and (ii) such other persons as the Directors shall from time to time admit to membership in accordance with the Company's Membership Bye-Laws. In this context, "Members" means solely those who are admitted as Registered Members, Fellows, Affiliate Members and Honorary Members.

RIGHTS OF MEMBERS

4. Membership of the Company is not transferable and shall cease:-
 - (a) on the member's death or bankruptcy;

- (b) if the member resigns by serving notice in writing to the Directors of the Company at its registered office.
- (c) on expulsion from the Institute as set out in the Membership Bye-Laws.

GENERAL MEETINGS

5. The Company shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Directors and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first following the date of coming into force of these Articles shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.
6.
 - (a) The business of the Annual General Meeting shall be:-
 - (i) To receive and approve the Minutes of the last A.G.M.
 - (ii) To receive the report of the Board on its activities during the preceding year.
 - (iii) To receive the Annual Accounts and the Auditor's Report thereon.
 - (iv) To appoint the Auditor(s) for the ensuing year.
 - (v) To announce the composition of the Board for the ensuing year.
 - (vi) To transact any business brought forward by the Board of which due notice has been given.
 - (vii) To consider motions of which valid notice has been given.
 - (viii) To consider any other business specified in the notice convening the meeting.
 - (b) Notice of motions to be placed before an Annual General Meeting shall be given to the Secretary at least four weeks before the date of such meeting and each motion shall be signed by at least two Members of the Institute.
7. All general meetings other than Annual General Meetings shall be known as extraordinary general meetings. The quorum for general meetings shall be 5% of the members having the right to vote at general meetings as recorded in the Members Register three months before any general meeting.
8. If by the expiration of a period of thirty minutes after the time fixed for any general meeting no quorum shall have been constituted, that meeting shall not be held, and thereupon, in the case of an Annual General Meeting all business which, if a quorum had been constituted could have been transacted at the meeting, may forthwith be transacted on behalf of the Institute by the Board.
9. In the case of Extraordinary General Meetings, if the quorum set out in Article 7 shall not have been achieved by the expiration of thirty minutes after the time fixed for such meeting, the meeting shall not be held, and the items on the agenda for this meeting shall fall.

10. The Board of Directors may, whenever they think fit, convene an Extraordinary General Meeting.
11. If, at any time, there are not sufficient Directors capable of acting to form a quorum, any Director of the Company or any member of it 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.
12. The Directors of the Company shall, on the requisition of 5%, or more, of the members having the right to vote at general meetings of the Company, forthwith proceed duly to convene an Extraordinary General Meeting of the Company
13. The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited either digitally to the Company Secretary or physically at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.
14. If the Directors do not within 21 days after the date of the deposit of the requisition proceed duly to convene a meeting to be held within 21 days after that date (the “requisition date”), the requisitionists, or any of them representing more than 50% of all of them, may themselves convene a meeting but any meeting so convened shall not be held after the expiration of 3 months after the requisition date.
15. Any reasonable expenses incurred by the requisitionists by reason of the failure of directors duly to convene a meeting shall be repaid to the requisitionists by the company and any sum so repaid shall be retained by the company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the Directors as were in default.
16. For the purposes of Articles 6 to 14 the Directors shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened a meeting if they do not give such notice of it as is required by Section 181 of the Act.
17. A meeting convened under Articles 12 or 14 shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by Directors.
18. The chairperson of the Board of Directors shall preside as chairperson at every general meeting of the Company, or if there is no such chairperson, or if he or she 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 chairperson of the meeting.

19. If at any meeting no director is willing to act as chairperson 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 chairperson of the meeting.
20. The chairperson 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. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from 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 an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
21. Unless a poll is demanded in accordance with Articles 33 - 37, at any general meeting:
 - (a) a resolution put to the vote of the meeting shall be decided by a combination of a show of hands and by electronic means by those attending by such means; and
 - (b) a declaration by the chairperson that a resolution has 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 the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
22. Where there is an equality of votes, the chairperson of the meeting where such vote takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
23. Subject to section 193 of the Act (as modified by section 1208 of the Act) a resolution in writing signed by all the members of the Company for the time being entitled to attend and vote on such resolution at a general meeting 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 in writing may consist of several documents in like form each signed by one or more members. It shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and, where the resolution states a date as being the date of the signature thereof by any member, this statement shall be prima facie evidence that it was signed by him or her on that date.

NOTICE OF GENERAL MEETINGS

24. A meeting of the Company, other than an adjourned meeting, shall be called:

- (a) in the case of the annual general meeting or an extraordinary general meeting for the passing of a special resolution, by not less than 21 days' notice;
 - (b) in the case of any other extraordinary general meeting, by not less than 14 days' notice.
- 25. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in Article 24, be deemed to have been duly called if it is so agreed by:
 - (a) all the members entitled to attend and vote at the meeting; and
 - (b) unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption, the statutory auditors of the Company.
- 26. Where notice of a meeting is given by posting it by email to the registered email address of a member, then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected at the same time as it was emailed.
- 27. In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.
- 28. The notice of a meeting shall specify:
 - (a) the place, date and time of the meeting;
 - (b) the business to be transacted at the meeting, as set out in Article 6 in the case of an Annual General Meeting;
 - (c) in the case of a proposed special resolution, the text or substance of that proposed special resolution; and
 - (d) with reasonable prominence a statement that a member entitled to attend and vote is, if they cannot attend in person, entitled to attend the meeting by remote connection by electronic means specified by the Board.
- 29. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting provided proof of the notice being sent is available.

VOTES OF MEMBERS

30. Where a matter is being decided (whether on a show of hands and by electronic means by those attending by such means, or on a poll), in accordance with Article 21 (a), every member shall have one vote, and no more than one vote, subject to Article 32.
31. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and 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 chairperson of the meeting, whose decision shall be final and conclusive.
32. Votes may be given by a combination of a show of hands and by electronic means by those attending by such means. Where there is an equality of votes, the chairperson of the meeting at which the vote takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

VOTING ON A POLL

33. At a meeting, and where no vote has been proposed, or allowed, by the chairperson of the meeting, a poll may be demanded in relation to a matter (whether before or on the declaration of the result in relation to it).
34. A demand for a poll may be made by:
 - (a) the chairperson of the meeting;
 - (b) at least three members present in person or by approved remote connection;
35. A demand for such a poll may be withdrawn by the person or persons who have made the demand. If a poll is demanded it shall be taken in such manner as the chairperson of the meeting directs, and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded.
36. A poll demanded with regard to the election of a chairperson or on a question of adjournment shall be taken forthwith.
37. A poll demanded on any other question shall be taken at such time as the chairperson of the meeting directs, and any business other than that on which a poll is demanded may be proceeded with pending the taking of the poll.

DIRECTORS

38. (a) The number of the Directors shall be not less than seven (7) and not more than eleven (11). Directors shall be elected (in relation to Institute members) / appointed (in

relation to independent directors) for a term of two years, after which they will be deemed to have resigned. The first Directors shall be the persons named in the statement delivered to the Registrar of Companies pursuant to Section 22 of the Act. The Board shall be the governing body of the Institute and shall consist of at least six (6) and no more than nine (9) members elected from among the Registered and Fellow members, together with at least one (1) and no more than two (2) appointed independent directors who are not, or have never been entitled to hold, any form of membership of the Institute prior to their being appointed as Directors.

(b) Following the first filling of the Board after the coming into force of this Constitution, when all of the elected Board members shall be elected, the elected Directors shall be divided, by agreement amongst themselves or, failing agreement, by lottery, into persons with a term of one year and persons with a term of two years, and this shall determine the rotation sequence of Director positions to be filled in all future years. The Directors shall elect, from within their number, at their first meeting following each Annual General Meeting, the officers and other roles and responsibilities of the Board, subject to sub-article 38(d).

(c) The independent directors shall be appointed by the Board, on the recommendations of the Nominations Committee, following an audit of the skills and responsibilities needed by the Institute and which skills and responsibilities are not, at the relevant time, deemed by the Board to be available from among the elected Board Directors.

(d) ...The Board shall elect a President, to be the Chair of the Board and general meetings of the Company, from among its number for a two-year term but nobody shall be elected to this position unless they have already been a member of the Board for at least two years. No person shall serve as President for more than two two-year terms, either consecutively or cumulatively, without a break of at least 8 years, after which they may be elected for one further two year term.

39. No remuneration shall be payable under any circumstances to any of the Directors in respect of their services as Director, or on any Committee of the Directors to which the Directors may delegate powers under Article 41. The Directors may be paid all 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 otherwise in connection with the business of the Company.
40. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in general meeting, subject nevertheless to the provisions of the Act and of these Articles and to such directions, not being inconsistent with the aforesaid provisions, as the Company in general meeting may (by special resolution) give. No such direction given by the Company in general meeting shall invalidate any

prior act of the Directors which would have been valid if that direction had not been given.

41. Without prejudice to Section 40 of the Act, the Directors may delegate any of their powers to such person or persons as they think fit, including committees; any such committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.
42. 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.
43. The Company shall cause minutes to be entered in books kept 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, of the Directors and of committees of the Directors.

POWERS OF ATTORNEY

44. The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.

DISQUALIFICATION OF DIRECTORS

45. In addition to the circumstances set out in section 148(2) of the Act, the office of Director shall be vacated if a Director ceases to be qualified for the position of charity trustee under section 55 of the Charities Act, 2009.

ROTATION OF DIRECTORS

46. At the first Annual General Meeting of the Company after the adoption of these Articles, all the then existing Directors shall retire from office and at the Annual General Meeting in every subsequent year, one-half of the elected Directors for the time being, or, if their number is not two or a multiple of two, then the number nearest one-half, shall retire from office.

47. (a) Board Members who are elected shall, subject to Article 38 (b), initially serve for a period of two years, after which they may be re-elected for a maximum of three further two-year terms subject to their serving no more than three consecutive two year terms at any time after which there must be a minimum of eight years during which they cannot serve as a director before again being eligible for re-election for a maximum of 2 two-year terms.
- (b) Independent Directors shall be appointed by the Board for a term of two years from the day of their appointment after which they may serve for a second two-year term only in their lifetime in accordance with the procedures set out in the Electoral and Appointment of Directors Byelaws of the Company.
48. The Company may by ordinary resolution, of which extended notice has been given in accordance with section 146 of the Act, remove any Director before the expiration of their period of office, notwithstanding anything in these articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
49. Any casual vacancies which occur among the elected membership on the Board shall be filled, within a period of not more than three months from the date of the vacancy, by the Board by co-option from amongst members entitled to vote at a general meeting. A co-opted Director shall initially serve for the remainder of the term of the Director that they replaced, after which they may serve for another full term and, having not been a member of the Board for at least a six-year period, they may again serve for another single two-year term only, even if it limits the total period for which they can serve to less than eight years.

BYE-LAWS

50. Save as far as determined by these Articles, the Constitution and mode of government of the Institute, the requirements and procedures for admission of persons to membership of the Institute, the rights and obligations, following such admission, of every Member thereof, the appointment, duties, powers and privileges of all officers, and of all Boards, Committees and Governing and Administrative bodies of the Institute, shall be such as may from time to time be prescribed and determined by or in accordance with Bye-Laws drawn up by the Board.
51. The Bye-Laws may be made, added to, amended, altered or repealed by the Board provided that:-
- (a) Any Bye-Laws or any alteration or additions of or to any Bye-Laws shall be in no way inconsistent with the Memorandum or Articles of Association.

- (b) The proposal shall be carried at a meeting of the Board by at least two thirds of the Directors present thereat.
- (c) The proposal shall be confirmed by at least a majority at the next meeting of the Board which shall be held after an interval of not less than four weeks.
- (d) The proposal if confirmed, shall not take effect until two months after it has been notified by post or electronic means to all Members entitled to receive such notice, and if twenty-five or more Members requisition an Extraordinary General Meeting in connection with the proposal within the two months, it shall not take effect unless adopted at the ad hoc Extraordinary General Meeting.

PROCEEDINGS OF DIRECTORS

- 52. The Directors may meet together for the dispatch 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, which shall be on a show of hands, except for the election of officers, and other roles within the Institute, when a secret ballot may be used, and shall be used when at least two Directors call for a secret ballot. In case of equality of votes the chairperson 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 the 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.
- 53. The quorum necessary for the transaction of the business of the Directors shall be 50% of the current number of Directors (rounded up if necessary), provided that at no time this is less than five (5) Directors.
- 54. 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 Act 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.
- 55. If at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the Directors present may choose one of their number to be chairperson of the meeting.
- 56. The Directors may delegate any of its powers to Committees consisting of such member or members of the Directors and such other persons as they think fit, and any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Directors.

57. The Directors shall appoint the chairperson of any Committee; if no such chairperson is elected, or if at any meeting of a Committee the chairperson is not present within fifteen minutes after the time appointed for holding it, the members of the Committee present may choose one of their number to be chairperson of the meeting.
58. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of the committee present, and when there is an equality of votes, the chairperson shall have a second or casting vote.
59. All acts done by any meeting of the Directors or by any person acting as a member of the Directors or any Committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid, or that he or any of the Directors was disqualified, be as valid as if every such person had been duly appointed.
60. 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. Any such resolution in writing may consist of several documents in the like form, each signed by one or more of the Directors and for all purposes shall take effect from the time when it was signed by the last Director.
61. Apart from the above, the proceedings of meetings of Directors shall be in accordance with the relevant Standing Order Bye-Laws.

COMPANY SECRETARY

62. The Company Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
63. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Company 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.

SEAL

64. 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
 - (a) signed by a Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them; and

- (b) be countersigned by the Secretary or by a second Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them.

ACCOUNTS

- 65. The Directors shall cause adequate accounting records to be kept. Adequate accounting records shall be deemed to have been maintained if they comply with Section 282(1) to 282(3) of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.
- 66. The accounting records shall be kept at the registered office or, subject to Section 283 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 officers of the Company and by other persons entitled pursuant to the Act.
- 67. 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 financial statements and accounting records of the Company or any of them shall be open to the inspection of its members not being Directors. No member (not being a Director) shall have any right of inspecting any financial statement or accounting record of the Company except as conferred by statute, this Constitution or authorised by the Directors or by the Company in general meeting.
- 68. The Directors shall, in accordance with the Act, cause to be prepared and to be laid before the annual general meeting of the Company the statutory financial statements of the Company, the Directors' report in relation to it and the statutory auditor's report on those financial statements and Directors' report as are required by the Act to be prepared and laid before the annual general meeting of the Company.
- 69. A copy of the statutory financial statements of the Company, the Directors' report in relation to it and that statutory auditor's report on those financial statements and Directors' report shall, not less than twenty one days before the date of the annual general meeting, be sent to every person entitled under Section 338(1) of the Act to receive them.

AUDIT

- 70. Auditors shall be appointed and their duties regulated in accordance with Chapters 18 and 19 of Part 6 of the Act.

NOTICES

71. A notice may be given by the Company to any member either personally or by sending it by post or electronic means (as defined in section 2(1) of the Act) to the member at their or her registered address or email address (or, if not so registered, then to the address or email address of the member last known to the Company). Section 218(5) of the Act shall apply.

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

John Murphy "Doonra", Greenhill Rd., Wicklow Town Planner

Michael J. Fough, 111 Mainham Court, S. Fildes, Co. Dublin. Town Planner

John H. Martin, "The Lighthouse", Breffni Road, Sandycove, Co. Dublin Town Planner

Enda P. Conway 110 Foxrock Ave. Foxrock Co. Dublin. Town Planner

Pat Keith Simpson, 405 Clontarf Road, Dublin 3 Town Planner

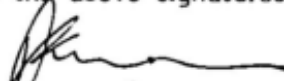
Siormuid F. O'Leary, 41, Gledswood Ave D14. Town Planner

Joan Caffrey, 17 Hampstead Ave. Dublin 9. Town Planner

Dated the 23rd day of June

1983

Witness to the above signatures:-


Solicitor
Dublin 2