

Companies Act 2014

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

CONSTITUTION

-of-

**IRISH PROFESSIONAL MEDIATORS' ORGANISATION COMPANY
LIMITED BY GUARANTEE**

MEMORANDUM OF ASSOCIATION

1. The name of the Company is IRISH PROFESSIONAL MEDIATORS' ORGANISATION COMPANY LIMITED BY GUARANTEE.
2. The company is a company limited by guarantee, registered under Part 18 of the Companies Act, 2014.
3. **(A) The objects for which the company is established are:-**
 - i) To promote high standards of professionalism, knowledge and expertise amongst those engaged in mediation services, and to support its members to deliver a competent, effective and professional mediation service.
 - ii) To promote the use of mediation as a dispute resolution mechanism in Ireland, by raising public awareness of mediation, by influencing national policy, and developing and maintaining professional mediation standards for the benefit of the members of the organisation and the users of their services.
 - iii) To promote diversity amongst mediation practitioners and in the practice of mediation in Ireland.
- (B) To the extent that same are essential or ancillary to the promotion or attainment of the main objects of the Company as heretofore set out the organisation may exercise the following powers:**
 - i) To engage in any business, which may seem to the Company capable of being conveniently carried on in connection with the above main object to include operating a membership organisation for professional mediators with an accreditation process for membership categories and training programmes.
 - ii) To apply for, petition for, or promote any statute, charter or other legal authority, measure, instrument or order, with a view to the attainment of the above main objects or any of them.
 - iii) To make, draw, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, electronic payments, circular notes and other such instruments.

- iv) 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, 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 Company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner.
- v) 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 subsidiary or associated company.
- vi) To engage in any other business, which may seem to the Company capable of being conveniently carried on in connection with the main object(s).
- vii) 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.
- viii) 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 seem directly or indirectly calculated to benefit the Company.
- ix) 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.
- x) 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 raises 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.

- xi) 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.
- xii) 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 or 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 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.
- xiii) 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.
- xiv) To procure the Company to be registered or recognised in any foreign country, colony, dependency or place.
- xv) 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.
- xvi) 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.
- xvii) 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.

WINDING UP

4. 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 but shall be given or transferred to a charitable institution or institutions having main objects similar to the main object(s) of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as imposed on the company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

INCOME AND PROPERTY

5. The income and property of the Company shall be applied solely towards the promotion of its main object as set forth in this Memorandum of the 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, officer 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 attendance to any matter affecting the Company; or
 - e) fees, remuneration or other benefit in 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.

ADDITIONS, ALTERATIONS OR AMENDMENTS

6. No addition, alteration or amendment shall be made to or in the provisions of this Memorandum of the Constitution for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

KEEPING ACCOUNTS

7. Annual accounts shall be kept and made available to the Revenue Commissioners on request.
8. The liability of the members is limited.
9. 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 payment of the debts and liabilities of the Institute contracted before he or she ceases to be a member, and of 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
IRISH PROFESSIONAL MEDIATORS' ORGANISATION COMPANY LIMITED BY
GUARANTEE**

PRELIMINARY

1. DEFINITIONS

In these Articles:-

“the Act” means the Companies Act, 2014.

"these Articles" means these articles of association as originally framed or as from time to time altered by special resolution, and reference to an "Article" will be construed accordingly;

“the Directors” means the Directors for the time being of the Company or the Directors present at a meeting of the Board of Directors and includes a person occupying the position of Director by whatever name called;

“the Board” means the Board of Directors of the Company

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

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

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

“Rules” means Rules made by the Board of directors from time to time under these Articles;

“Committee” means a committee constituted under Article 19.

“Constitution” means, collectively, these Articles and the Memorandum of Association of the Institute;

“electronic address” means any address or number provided or used for the purposes of sending or receiving documents or information by electronic means;

“electronic means” are means of electronic equipment for the processing (including digital compression), storage and transmission of data, employing wires, radio, optical technologies, or any other electromagnetic means;

“professional members” means members who are IPMO Qualified Mediators NQ and Q, and IPMO Certified Mediators;

the “Registers” means those registers, documents, instruments and records to which Section 216 of the Act applies;

2. INTERPRETATIONS

- a) (i) Expressions in these Articles referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and any other modes of representing or reproducing words in a legible and non-transitory form provided that it shall not include writing in electronic form save (i) as expressly provided in these Articles and (ii) in the case of a notice, document or information to be given, served or delivered to or on the Institute, where the Institute has agreed to receipt in such form and such notice, document or information is given, served or delivered in such form and manner as may have been specified by the Board from time to time for the giving, serving or delivery of notices, documents or information in electronic form.
- (ii) Expressions in these Articles referring to execution of any document shall include any mode of execution whether under seal or under hand and any mode of electronic signature as may from time to time be approved by the Board.
- (iii) A notice, document or information is given, served or delivered in “electronic form” if it is given, served or delivered by electronic means including, without limitation, by making such notice, document or information available on a website or by sending such notice, document or information by electronic mail.
- b) Unless the contrary intention appears, words or expressions contained in these Articles will bear the same meaning as in the Act.
- c) Unless the contrary is clearly stated, reference to any section of any of the Act is to such section as same may be amended, supplemented, extended, re-enacted, consolidated or replaced (whether before or after the date of adoption of these Articles) from time to time.
- d) Reference to any legislation or document includes that legislation or document as amended, supplemented, extended, re-enacted, consolidated or replaced (whether before or after the date of adoption of these Articles) from time to time.
- e) Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing persons include firms, companies and corporations.
- f) Headings and captions are inserted for convenience only and do not affect the construction or interpretation of these Articles.

3. APPLICATION OF THE ACT

The following regulations shall apply to the company. For the avoidance of doubt, the optional provisions as defined in section 1177(2) of the Act shall not apply in relation to the Company save to the extent that they are incorporated either expressly or by import into this Constitution.

MEMBERSHIP

4. PROFESSIONAL STANDARDS

The company is a professional membership body for mediation services in Ireland. Professional members are committed to upholding the best standards of integrity, professionalism, propriety, objectivity and fairness.

5. MEMBERSHIP

- a) The number of members with which the Company proposes to be registered is unlimited. The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be members of the Company.
- b) The membership of the company shall consist of IPMO Qualified Mediators NQ, IPMO Qualified Mediators Q and IPMO Certified Mediators, and shall be the only categories of membership which shall confer an entitlement to attend and vote at general meetings or vote in elections of members of the Board under Article 15.
- c) 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.

6. CATEGORIES OF MEMBERSHIP

Membership of the company shall comprise the following categories;

- a) **IPMO Qualified Mediator NQ** – a newly qualified trained and accredited mediator who has satisfied the criteria set down by the Board.
- b) **IPMO Qualified Mediator Q** – a qualified trained and accredited mediator who has satisfied the criteria set down by the Board.
- c) **IPMO Certified Mediator** – an experienced and accredited mediator who has satisfied the criteria set down by the Board.
- d) The Board may also confer an affiliate status on persons or bodies with an interest in mediation. An affiliate such as an **IPMO friend** is not a member of the Company but may participate in such events or receive such communications as the Board may determine.

7. MEMBERSHIP DESCRIPTION

The holding of any of the following categories of membership, namely IPMO Qualified NQ, IPMO Qualified Mediator Q and IPMO Certified Mediator, may be referred to, for so long as such category of membership is actually held by a person, by such description or descriptor letters (if any) as the Board may from time to time adopt or prescribe.

8. ADMISSION TO MEMBERSHIP AND CONTINUING OBLIGATIONS OF MEMBERS

- a) All applications or proposals for admission to membership of the Company shall be made to the Board accompanied by such information as the Board may from time to time determine. The Board shall have full discretion (subject only to these Articles and to the Rules) to determine as to the admission to membership of any applicant including by reference to the professional standards of the Company referred to in Article 4.
- b) The Board shall have power to regulate by Rule or otherwise any matter pertaining to admission to membership and the continuing obligations of members including any matter which shall arise or become mandatory under the provisions of any Rules, regulation or legislation which the Board considers appropriate by reference to the professional standards of the Company referred to in Article 4.
- c) By being or becoming a member of the Company a person consents to:

- (i) the use by the Company of electronic means for giving, serving and delivering to or on the member, notices, documents and information including but not limited to notices of general meetings and statutory financial information; and
- (ii) the Company sending to the member by electronic means electronic copies of documents or information from or in relation to the Company including, but not limited to, notices of general meetings and financial information (including accounts, reports and statements), the provision of which by the Company is a statutory requirement.
- (iii) A member shall provide to the Company from time to time such information, documents, or confirmations relevant to his or her membership, and provided in such manner and within such period(s) of time or at such intervals, as the Board may from time to time determine and notify to the member including by electronic means.

9. CONTINUING PROFESSIONAL DEVELOPMENT

Each person admitted to membership of the Company is obliged to maintain his or her professional competence through continuing professional development in accordance with the Rules or otherwise. The Board shall be empowered under this Article to regulate by Rules or otherwise any matter pertaining to continuing professional development.

10. RESIGNATION AND NON-PAYMENT OF SUBSCRIPTIONS

- a) A member will be at liberty by notice in writing to resign his or her membership at any time.
- b) Any member who is more than twelve months in arrears in paying to the Company the annual subscription due shall cease to be a member of the Company.
- c) A person who has ceased to be a member under this Article may be re-admitted by the Board at any time as a member and upon such conditions as the Board may make.

11. GENERAL

- a) On every day the Office is open for business, save, in the case of the register of members of the Company such business days as that register is closed under the provisions of the Act, the Secretary shall allow, between 10.00am and 12.00 noon such inspection of the Registers during business hours as is provided by Section 216 of the Act.
- b) No right or privilege of membership, except as otherwise provided herein, is transferable or transmissible.
- c) The death or bankruptcy of a member shall terminate his or her membership.

POWERS OF THE BOARD

- 12. The Board is the governing body of the Company and shall manage the affairs of the company and exercise all such powers as provided in these Articles subject to the provisions of the Companies Act 2014.
 - a) The Board may from time to time by resolution make or alter or revoke Rules including requirements which will be binding on, and enforceable against, members as if they were set

out in full in these Articles. Notice of the making, alteration or revocation of any Rule shall be published or given in such manner as the Board may from time to time determine.

- b) No Rule made shall operate so as to abrogate, modify or vary any provisions contained in the Constitution of the Company, and in the case of any conflict or inconsistency the Constitution shall prevail.

GENERAL MEETINGS

13. All general meetings of the Company shall be held in the State.

- a) (i) Subject to paragraph (ii), the Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meetings as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next.

(ii) So long as the Company holds its first Annual General Meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and at such place in the State as the Directors shall appoint.

- b) All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- c) The Directors may, whenever they think fit, convene an Extraordinary General Meeting as provided in Section 177 of the Act and Extraordinary General Meetings shall also be convened on such requisition or in default may be convened by such means as provided in Sections 177 and 178 of the Act.
- d) Subject to Sections 181 and 191 of the Act an Annual General Meeting and a meeting called for by passing of a special resolution shall be called by 21 days notice in writing at the least and a meeting of the Company (other than an Annual General Meeting or a meeting for the passing of a special resolution) shall be called by 14 days notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour if meeting and in the case of special business and general nature of that business, and shall be given in manner hereinafter mentioned to such persons as are under the Articles of the company entitled to receive notices from the company.
- e) The accidental omission to give notice of a meeting to or the non-receipt of notices of a meeting by any person entitled to receive the notice shall not invalidate the proceeding at that meeting.

14. PROCEEDINGS AT GENERAL MEETINGS

- a) The business of the annual general meeting shall, in accordance with section 186 of the Act, include the following matters:
 - (i) consideration of the Board's statutory financial statements and the report of board;
 - (ii) review by the members of the Board's affairs;
 - (iii) the authorisation of the Board to approve the remuneration of the statutory auditors;
 - (iv) the election or re-election of Board Members in accordance with these Articles; and
 - (v) the appointment or re-appointment of the statutory auditors,

and provided that sections 186(c)(i) and (f) of the Act shall not apply to the Company.

- b) All business shall be deemed special that is transacted at an Extraordinary General Meeting, and at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring, the re-appointment of the retiring Auditors and the fixing of the remuneration of the Auditors.
- c) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, five members present shall be a quorum.
- d) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved: in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- e) The Chairperson of the Board of Directors shall preside as chairperson at every general meeting of the Company, or if she or he 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.
- f) 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.
- g) 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, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting at 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 the original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
- h) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the results of the show of hands) demanded by:-
 - (i) the Chairperson, or
 - (ii) at least 3 members, or
 - (iii) By any member or members present in person and representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the Chairperson that a resolution has, on a show of hands 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 proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution, the demand for a poll may be withdrawn.

- i) If a poll is duly demanded it shall be taken in such a manner as the Chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded subject to Section 190.

- j) Where there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
- k) A poll demanded on the election of a Chairperson, or on a question of adjournment shall be taken forthwith. A poll demanded on any other questions shall be taken at such time as the Chairperson of the meeting directs, and any business other than that upon which a poll has demanded may be proceeded with pending the taking of the poll.
- l) Subject to Sections 193 to 195 of the Act, a resolution in writing signed by the members for the time being entitled to attend and vote on such resolution at a General Meeting (or being bodies corporate by their duly authorised representatives) 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.
- m) Every member of the Company shall have one vote on every resolution in general meeting.
- n) A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or in a poll, by his committee, receiver, guardian, or other person appointed by that Court, and any such committee, receiver, guardian, or other person may vote by proxy on a show of hands or on a poll.
- o) No member shall be entitled to vote at any general meeting unless all moneys immediately payable by him to the Company have been paid.
- p) Votes may be given either personally or by proxy.
- q) The instrument appointing a proxy shall be in writing under that hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.
- r) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarised 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 not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of the poll, not less than 48 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
- s) An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:-

[IRISH PROFESSIONAL MEDIATORS' ORGANISATION COMPANY LIMITED BY GUARANTEE

I/We, of

In the County of _____, being a member/members of the above named Company, hereby appoint of or failing him or as my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the day of 20 any adjournment thereof.

Signed this day of 20

This form is to be used* in favour of/against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.

*Strike out whichever is not desired.

- t) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- u) A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

ELECTIONS

15. ELECTION BY BALLOT OF MEMBERS OF THE BOARD

- a) The form and procedure of any ballot to be held for the election of one or more members of the Board shall be as determined by the Board from time to time and may comprise (in whole or in part) any arrangement for voting by electronic means during some period before the relevant Annual General Meeting, or, as the case may be, the day of the special election, as may be determined by the Board from time to time.
- b) The Board shall nominate three scrutineers, two of whom shall not be Board members, to oversee the ballot.
- c) If the number of candidates does not exceed the number of vacancies all the candidates will be deemed to have been elected by ballot.
- d) The result of the ballot shall be declared at the Annual General Meeting (in the case of an election pursuant to Article 15) and in such manner as the Board may determine in any other case.

16. ANNUAL SUBSCRIPTIONS

- a) The Directors shall be entitled from time to time to determine, in the form of Rules or otherwise, any Annual Subscription to be payable by any member of the Company, so that different amounts may be set in relation to different categories of member. Such subscriptions shall be payable in advance on the 1st of January in each year.
- b) All fees or charges set by the Board will be payable to the Company as indebtedness owing by the members to whom such fees and charges relate, save in the case of a member who resigns his or her membership before the date on which the fees or charges in question become due and payable.

17. MEMBERSHIP AND PROFESSIONAL DESIGNATIONS

The Board may from time to time make regulations, in the form of Rules or otherwise, with respect to admission to membership of the Company, accreditation, training requirements, the award of professional designation, and all other related matters.

18. COMMITTEES

The Board may from time to time approve of the establishment of committees or specialist panels as the Board may consider conducive to the aims and purpose of the Company and may make such Rules, as to the conduct of the affairs of such committees or specialist panels as it may think proper.

DIRECTORS

19. The number of Directors and the names of the first Directors shall be determined in writing by the subscribers to the Constitution or a majority of them.

20. BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

21. POWERS AND DUTIES OF DIRECTORS

- a) The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering by the Company, and exercise all such powers of the Company as are not by the Act or Articles required to be exercised by the Company in general meeting subject nevertheless to the provision of the Act and these Articles and to such directions, being not inconsistent with aforesaid provisions, as may be given by the Company in general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction has not been given.
- b) The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors and under this Constitution) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
- c) 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.
- d) As per Section 166 of the Act, the Directors shall cause minutes to be made in books provided for the purpose:-
 - (i) of all appointments of officers made by the Directors;
 - (ii) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (iii) of all resolutions and proceedings at all meetings of the Company, and the Directors and of committees of Directors.

22. DISQUALIFICATION OR TERMINATION OF DIRECTORS

The Office of Director shall be vacated if the Director:-

- a) holds any office or place of profit under the Company; or
- b) resigns his/her office by notice in writing to the Company; or

- c) ceases to be a qualifying member; or
- d) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
- e) becomes prohibited from being a Director by reason of any order made under Chapter 4 of Part 14 of the Act; or
- f) becomes of unsound mind; or
- g) is convicted of an indictable offence unless the Directors otherwise determine; or
- h) absents himself/herself for more than 6 months, without the permission of directors, from meetings of the directors held during the period; or
- i) is removed under section 146 of the Act as modified by section 1198 of the Act; or
- j) the director either directly or indirectly has an interest in any contract with the Company and fails to declare the nature of his interest in manner required by Section 231 of the Act; or
- k) is the subject of a notice in writing served upon the Secretary signed by at least two thirds of the other Board members stating that in their opinion for stated reasons he or she has become incapable of discharging his or her duties as a Board member.

23. VOTING ON CONTRACTS

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

24. ELECTED BOARD MEMBERS TO RETIRE IN ROTATION

- a) At the Annual General Meeting of the Company, one third of the Board members elected or if the number of such Council members is not a multiple of three then the number nearest to but not exceeding one third, shall retire from office, but every Board member so retiring shall be eligible for re-election. A retiring Board member shall hold office until the close of the meeting at which he or she retires. Retirement in accordance with this Article shall not apply (if it would otherwise have applied) to a Board member being a Chairperson, unless the Chairperson has served a three year term.
- b) The Directors to retire in every year shall be those who have been longest in office since the last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot. Whenever any question arises as to the retirement in rotation of any Board member, it shall be decided by the Board.
- c) The Board, at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself/herself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director has been put to the meeting and lost.
- d) No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for re-election to the office of Director at any general meeting unless, not less than three nor more than 21 days before the date appointed for the meeting, there has been left at the office in writing, signed by a Member duly qualified to attend and vote at the meeting for which notice is given, of his intention to propose such a person for election, and also notice in writing signed by that person of his willingness to be elected.
- e) The Board 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.

- f) The Directors shall have power at any time, and from time to time, to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall hold office only until the next Annual General Meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.
- g) The Board may by ordinary resolution of which extended notice given in accordance with Section 146 of the Act remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Any such notice being sent to such Board member at his or her last registered address. 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. If such a resolution is passed such director shall cease to be a member of the board.
- h) The Board may by ordinary resolution appoint another person in place if a Director is removed from office under Article 24 (g). Without prejudice to the powers of the Directors under Articles 19-21 the Company in general meeting may appoint any person to be a Director, either to fill casual vacancy or as additional Director. A person appointed in place of a director so removed or to fill such a vacancy 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.

25. DURATION IN OFFICE OF A DIRECTOR

The Chairperson will hold the office for a three year period before retiring and is then eligible for re-election. He or she is the public spokesperson for the organisation and is responsible for the leadership of the Board.

Notwithstanding any other provision of these Articles, a person shall not become or continue to be a member of the Board if he or she has served (i) two consecutive terms of three years in office or (ii) an aggregate of 6 years (whether or not served consecutively), save, that if a period of three years has elapsed since the person's last date in office as a Board member, this Article shall apply as though the person had not previously been a member of the Board.

26. PROCEEDINGS OF DIRECTORS

- a) The Directors may meet together for the purposes 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. Where there is any 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 Directors.
- b) The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be five.
- c) Notice of a meeting of the Board will be deemed to be duly given to a member if it is given to him or her personally or by word of mouth or sent to him or her in writing by delivery, post, telecopier, electronic mail or any other means of communication approved by the Board, at his or her last-known address or any other address given by him or her to the Company for the purpose.
- d) 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 to the Articles of

the Company 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.

- e) The Chairperson shall be the Chair of Board meetings, if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairperson of the meeting.
- f) The Directors may delegate any of their powers to committees consisting of such member or members of the Board as they think fit; any committee so formed shall, in exercise of the powers so delegated, conform to any Rules or regulations that may be imposed on it by the Directors.
- g) The Chairperson of a committee will be decided by the Board. That Chairperson will nominate the committee's Deputy Chairperson. If at any meeting the Chairperson is not present within 5 minutes after the time appointed for holding the same, the Deputy Chairperson may act as Chairperson of the meeting, where neither the Chairperson or the Deputy Chairperson are present the meeting shall be adjourned.
- h) A committee may meet adjourn as it thinks proper. Questions arising at any meetings shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairperson shall have a second or casting vote.
- i) All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
- j) 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 valid as if it had been passed at a meeting of the Directors duly convened and held.
- k) For the purposes of these Articles, the contemporaneous linking together by telephone or other means of electronic communication of a number of members of the Board not less than the quorum shall be deemed to constitute a meeting of the Board, and all the provisions in these Articles as to meetings of the Board shall apply to such meetings, provided that:
 - (i) each member of the Board taking part in such a meeting must be able to hear, and speak to, each of the other members of the Board taking part; and
 - (ii) at the commencement of such a meeting each member of the Board must acknowledge his or her presence and that he or she accepts that the proceedings will be deemed to be a meeting of the Board.

27. MINUTES

The Board shall cause proper minutes to be made of the proceedings of all meetings of the Board, Committees and general meetings. A record of all such minutes signed by (or by a person nominated by) the chairman of such meeting or the chairman of the meeting of the Board, committee or general meeting, respectively, next succeeding, will be conclusive evidence without further proof of the facts therein stated.

28. SECRETARY

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

29. THE SEAL

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 Director for that purpose.

FINANCIAL

30. ACCOUNTS

- a) The Directors shall cause proper books of accounts to be kept relation to:-
 - (i) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - (ii) all sales and purchase of goods by the Company; and
 - (iii) the assets and liabilities of the company.
- b) The books shall be kept at the 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 Directors.
- c) 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 accounts and books of the company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document except as conferred by statute or authorised by the Directors or by the Company in general meeting.
- d) The Directors shall from time to time in accordance with the Act cause to be prepared and to be laid before the Annual General Meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by those Sections to be prepared and laid before the Annual General Meeting of the Company.
- e) A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Annual General Meeting of the Company together with a copy of the Directors' report shall not less than 21 days before the date of the Annual General Meeting, be sent to every person entitled under the provisions of the Act to receive them.

31. AUDIT & AUDIT EXEMPTION

Where appropriate auditors shall be appointed and their duties regulated in accordance with Section 333, Section 334 and Section 335 of the Act.

NOTICES

- a) A notice may be given by the Company to any member either personally, by sending it by post to him/her registered address or by electronic means such as email or text. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been affected in the case of the notice of

a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at which the letter would be delivered in the ordinary course of post.

- b) Notice of every general meeting shall be given in any manner hereinbefore authorised to:-
- (i) every member
 - (ii) every person being a personal representative or the Official Assignee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
 - (iii) the Auditor (if any) for the time being of the Company.
- No other person shall be entitled to receive notices of general meetings.

DISCIPLINE

32. LIABILITY TO DISCIPLINARY ACTION

- a) A member may be liable to disciplinary action if;
- (i) in the course of carrying out his or her professional duties, or otherwise, he or she commits, by act or omission, any misconduct; and for this purpose misconduct includes, but is not confined to, any act or default likely to bring discredit to himself or herself, the Company or the profession of mediation (including having regard to the professional standards of the Company referred to in Article 4); and where a member has, before a court in any jurisdiction, pleaded guilty to or has been found guilty of any offence involving dishonesty, violence or indecency or has in any civil or criminal proceedings been held or found to have acted fraudulently or dishonestly, it shall be presumed, unless the contrary is established, that any such conviction or finding constitutes proof of misconduct;
 - (ii) he or she has committed any breach of or has failed refused or neglected to comply with these Articles or any Rules or regulations made hereunder;
 - (iii) he or she has failed, refused or neglected to comply with any directions of a disciplinary committee (by whatever name called) other than pending the outcome of an appeal;
 - (iv) he or she has been duly disciplined by another professional body or some other disciplinary process; or
 - (v) he or she is adjudicated bankrupt or any event equivalent or analogous thereto occurs in the State or in any other jurisdiction or he or she makes any arrangement or composition with his or her creditors generally.
- b) Without prejudice to the generality of Article 12, the Board may from time to time prescribe Rules and procedures for the purposes of or in connection with any disciplinary matters in respect of members. Such Rules may, without limitation, provide for:
- (i) such matters as the right of a member to be given notice of any disciplinary proceedings, to be represented at such meetings, to call and cross-examine any witness and to appeal against any disciplinary order made against him or her;

- (ii) the terms of appointment, constitution, quorum, powers, responsibilities and procedures of committees for the purposes of disciplinary processes including regarding the preparation of cases to be heard by them and the manner in which cases will be presented to them or referred to them for consideration, which may include (without limitation) procedures for the hearing of cases in an expedited manner; and
 - (iii) the making of disciplinary directions in relation to the payment of fines and/or costs of any disciplinary process and may provide for the publication of disciplinary orders in those cases where a complaint is found proved in whole or in part against a member provided that committees established for the purposes of this Article may be constituted solely or partially by persons who are not Directors or members of the Company and the Company may by Rules or otherwise prescribe the maintenance of a standing pool of such persons from which such appointments may be made (exclusively or otherwise), and for the provision of appropriate information and training to such persons, from time to time.
- c) In deciding whether a member has been guilty of misconduct regard may be had to any of these Articles, any Rules made hereunder and any relevant code of conduct or equivalent document adopted by the Company.
- d) Every member shall co-operate with the Board and the committees appointed by it in the administration and conduct of the Company's disciplinary process.
- e) Failure by a member to respond fully to correspondence from the Secretary of the Company and within the time permitted shall in itself constitute a prima facie case of misconduct.
- f) For the avoidance of doubt, a member may be liable to disciplinary action by reference to these Articles or any Rules in force at the time the matter(s) complained of took place. All disciplinary proceedings, however, shall (for the avoidance of doubt) be conducted in accordance with the Articles, or any Rules, in force at the time of such proceedings.

33. LIABILITIES OF DIRECTORS

- a) Subject to the provisions of and so far as may be permitted by the Act and the Charities Act (if applicable) each Board Member, member of a Committee, Auditor, Secretary and other officer shall be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto including (without prejudice to the generality of the foregoing) any liability incurred by him or her in defending any proceedings, civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted by him or her as an officer or employee of the Company and in which judgment is given in his or her favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his or her part) or in which he or she is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him or her by the Court but provided that this Article shall not apply with respect to any such costs, charges, losses, expenses and liabilities incurred by the said persons as arise from their own respective wilful act or default.
- b) Subject to the provisions of the Act and the Charities Act 2009 (if applicable), the Board shall have the power to purchase and maintain insurance for or for the benefit of any person who are or were at any time Board members, members of Committees or officers of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in good faith in the

actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in connection with their duties, powers or offices.