

COMPANIES ACT 2014
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
BARNARDOS - REPUBLIC OF IRELAND COMPANY LIMITED BY GUARANTEE

(As amended by special resolution dated 6 July 2016)

1. The name of the Company is “Barnardos — Republic of Ireland Company Limited by Guarantee”. The use of the name “Barnardos” is licensed by Barnardo’s, a company registered in England with registration number 61625 and having objects similar to the objects of the Company. Barnardo’s written approval is required for any resolution to alter the name of the Company or this provision.
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
3. The Company is established for the following main objects:
 - (1) providing support for children, young people and families in need;
 - (2) promoting and providing assistance towards the education of children and young people in social or economic disadvantage;
 - (3) to provide services for and promote and advance the welfare of children, young people and their families whose lives have been affected by economic, social or other disadvantage or loss;
4. In furtherance of the main objects, the Company shall have the following powers:—
 - (a) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or desirable and to construct, alter and maintain any buildings or erections necessary or beneficial to the purposes of the Company and to provide the same with all or any of the necessary and proper fixtures, furniture, apparatus, appliances and accommodations and to make all such provisions as shall be deemed expedient.
 - (b) To sell, let, mortgage, license or make available, dispose of or turn to account all or any of the property or assets of the Company or any rights emanating from its ownership of them as may be thought expedient with a view to the furtherance of its objects.
 - (c) To undertake and execute any charitable trusts which may lawfully be undertaken by the Company and may be conducive to its objects; and to participate in any charitable trusts connected with or calculated to further the objects of the Company.

- (d) To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company, having objects altogether or in part similar to those of this company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company.
- (e) To borrow or raise money for the purposes of the Company on such terms and on such security as may be thought fit; to enter into agreements to acquire goods of any kind for its own use on such terms of credit, deferred credit or hire purchase agreement or other arrangement as may be considered advantageous to the Company.
- (f) To undertake or organise money raising and selling schemes, public and private appeals, the sale of products, the preparation and sale of publications and training activities provided always that such activities are ancillary to the proper and adequate support and education of children or young people.
- (g) To invest the moneys of the Company not immediately required for any of its purposes in or with such concerns, securities or property as may be thought fit, subject nevertheless 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.
- (h) To purchase and acquire the assets and funds of or to establish and support or assist in the establishment and support of any charitable associations or institutions or to contribute by way of grant for research, investigation or experiment or to subscribe, lend or guarantee money for charitable purposes in any way connected with the purposes of the Company or calculated to further its objects.
- (i) To make all reasonable and necessary provisions for the payment of pensions, superannuation and payment of death benefits to or on behalf of employees and their spouses and other dependants.
- (j) To do all or any of the above things 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.
- (k) To undertake and carry on research of any kind whatsoever into all or any of the areas which are in any way connected with the purposes of the Company or calculated to further all or any of its objects.
- (l) To do all such other things as are incidental or conducive to the attainment of the said objects or any of them.

provided that:-

- (i) 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;
- (ii) the objects of the Company shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

5. The liability of the members is limited.

6. The income and property of the Company shall be applied solely towards the promotion if its main object(s) as set forth in this Memorandum of Association. 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) 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;
 - (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;
 - (f) nothing shall prevent any payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act 2009 (as for the time being amended, extended, or replaced).
7. Every member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding €1.27.
8. 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. 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 imposed on the Company under or by virtue of Clause 6 hereof. Members of the Company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object with the agreement of the Charities Regulator. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.
9. The Company must ensure that the Charities Regulator has a copy of its most recent Memorandum of Association. If it is proposed to make an amendment to this Memorandum of Association which requires the prior approval of the Charities

Regulator, advance notice in writing of the proposed changes must be given to the Charities Regulator for approval, and the amendment shall not take effect until such approval is received.

10. For so long as the Company benefits from charitable tax exempt status from the Revenue Commissioners, annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

We the several persons whose names and addresses are subscribed are desirous of *being* formed into a Company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers

1. Anne McKenna,
Glenstal Close,
Westminster Road,
Dublin 18
Psychologist

2. Joseph Robins,
52 Parkmore Drive,
Dublin 6.
Retired Civil Servant

3. Kenneth Milne,
The Board of Education of the General Synod,
Church of Ireland House,
Church Avenue,
Rathfarnham,
Dublin 6.
Company Director

4. Teresa Anne Baring,
4 Lansdowne Crescent,
London W11 1NH,
England.
Company Director

5. Oliver Golding Fry
Ravenswood Lodge,
Bunclody,
Co. Wexford,
Solicitor

6. Bonita Scott
31 Springfield Road
Templeogue
Dublin 6
Company Director

7. Caroline Barnardo
c/o J.M. Barnardo & Sons
108 Grafton Street
Dublin 2
Company Director

Dated this 28th day of February 1989

Witness to the above seven signatures

Gerard Halpenny
First Floor,
Fitzwilton House,
Wilton Place,
Dublin 2.
Solicitor