

COMPANIES ACTS, 1963 TO 2001

COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

- OF -

FEE PAID IN FULL	RECEIPT No.
06 MAY 2003 346 5505	
GALWAY ENSEMBLE-IN-RESIDENCE LIMITED	
COMPANIES REGISTRATION OFFICE	

(As amended by Special Resolution passed 3 April 2003)

1. The name of the Company is "GALWAY ENSEMBLE-IN-RESIDENCE LIMITED".
2. The main object for which the Company is established is to promote the study and improve the understanding of the Arts as described by the Arts Act 1951-1973, in particular music, to participate in performances, workshops, masterclasses and similar events for the purpose of advancing the education of young musicians and standards of musical appreciation and performance on a national basis.
3. **Powers**
  - (a) To import, export, buy, sell, barter, exchange, take on lease, hire or otherwise acquire, alter, treat, process, dispose of, let on lease or hire or otherwise deal in and turn to account as may seem to be desirable, goods, equipment, machinery, plant, merchandise and wares of any description.
  - (b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the main object.
  - (c) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or which is capable of being conducted so as to benefit the Company directly or indirectly or which is possessed of property suitable for the purposes of the Company.
  - (d) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property, both present and future, and to purchase, redeem or pay off any such securities.

- (e) 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 on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- (f) To construct, maintain and alter any buildings or works necessary in furtherance of the main object.
- (g) To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (h) To adopt such means of making known the business 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 by granting prizes, rewards and donations.
- (i) To take or otherwise acquire and to hold shares and securities of any company and to sell, hold, re-issue with or without guarantee or otherwise deal with same.
- (j) Generally to purchase, take on lease or in exchange or otherwise acquire any real and personal property and rights or privileges.
- (k) To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, trade marks, concessions and the like conferring any exclusive or non exclusive or limited right to use any secret or other information as to any invention, asset, service, product, right or interest which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated either directly or indirectly to benefit the Company and to exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired.
- (l) To amalgamate with any other company.
- (m) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operating, joint venture, reciprocal concession or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as to directly or indirectly benefit this Company.
- (n) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects

or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

- (o) 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 dependants of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and provided that such occupational 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 person employed by the Company and to subscribe or guarantee money for charitable objects.
- (p) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
- (q) To undertake and execute any trusts the undertaking whereof may seem desirable, whether gratuitously or otherwise.
- (r) To remunerate any person or company for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its business.
- (s) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, letters of credit and other negotiable or transferable instruments.
- (t) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (u) To obtain any Order or Act of the Oireachtas for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (v) To procure the Company to be registered or recognised in any country or place.
- (w) To promote freedom of contract and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, union or association, 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's 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 interests of the Company or its employees, and to subscribe to any association or fund for any such purposes.

- (x) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees, or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (y) To raise and accumulate funds and to receive subscriptions, donations and other income. Prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of two years.
- (y) To do all such other things as may be deemed incidental or conducive to the attainment of the above main object.
- (aa) It is hereby expressly declared that the word 'company' in this clause (except where it refers to this Company) shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in the Republic of Ireland, Northern Ireland, Great Britain, or elsewhere.

4. The liability of the members is limited.

Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year afterwards, for payment of 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 among themselves, such amount as may be required not exceeding €5.00.

5. **Income and Property**

The income and property of the Company shall be applied solely towards the promotion of 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 5% 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 benefits 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.

6. **Winding Up**

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 some other charitable institution or institutions having main objects similar to the main objects 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 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 provisions, then to some charitable object.

7. **Additions, Alterations or Amendments**

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

8. **Keeping of Accounts**

Annual audited accounts shall be kept and made available to the Revenue Commissioners as requested.

WE, the several persons whose names, addresses and descriptions are subscribed, wish to be formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS		
Catherine Fagan	Guilford Tyrellspass Westmeath	Assistant Manager
Leslie Martin	13 Church View Arklow Co Wicklow	Administrator
Emma McGilloway	Knockboy Cross Waterford	Administrator
Julie Derwin	63 Dalgassian Downs Glasnevin Dublin 9	Administrator
Sinead McGilloway	Knockboy Cross Waterford	Administrator
Sonya Tansley	48 Winbermera Guilford Road Sandymount Dublin 4	Administrator
Sinead Doyle	30 Waterloo Road Ballsbridge Dublin 4	Administrator

Dated this 19<sup>th</sup> day of August 2002.

Witness to be above signatures:

Mary O'Neill  
Dollard House,  
Wellington Quay,  
Dublin 2.

**COMPANIES ACTS, 1963 TO 2001**

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**COMPANY LIMITED BY GUARANTEE**

**AND NOT HAVING A SHARE CAPITAL**

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**ARTICLES OF ASSOCIATION**

**- OF -**

**GALWAY ENSEMBLE-IN-RESIDENCE LIMITED**

**PRELIMINARY**

1. The regulations contained in Table C in the First Schedule to the Companies Act, 1963 shall apply to the Company save in so far as they are hereby varied, excluded or amended by the regulations hereinafter contained.
2. Any Member of the Company who wishes to retire as a Member shall write to the Secretary to that effect and the Secretary shall, as soon as is practicable, remove his name from the list of Members and he shall thereupon be deemed to have retired.

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