

COMPANIES ACTS, 1963 TO 1983

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COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

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**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION**

**OF**

**THE CONTEMPORARY MUSIC CENTRE  
LIMITED**

Incorporated the 20<sup>th</sup> day of December, 1985

As amended by Resolution dated the 25<sup>th</sup> day of April 2017

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**MEMORANDUM OF ASSOCIATION  
OF  
THE CONTEMPORARY MUSIC CENTRE LIMITED**

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1. The name of the Company is the “The Contemporary Music Centre Limited”.
2. The charitable objects for which this Centre is established are:-
  - a. To encourage and promote information and education in all forms of music and as subsidiary and ancillary to the foregoing.
  - b. To stimulate interest in music, in particular contemporary music.
  - c. To provide a Music Information Centre for Irish Music and music from other Nations.
  - d. To establish a Music Archive and Music Library and to promote education in music for the benefit, education and information of the community in the appreciation and understanding of music.
  - e. To establish information about Irish contemporary composition and foreign composition, to provide for exhibitions and for the production, presentation, management, conduct and performance of musical productions, events, workshops, shows, dramas and other musical, artistic or dramatic entertainments or performances.
  - f. To acquire copyrights, inventions, rights of production or preservation, licences and privileges conducive to the objects of the Company, to present or publish works of which the Company has a copyright, to grant licences or copyrights in respect of any property of the Company and to act as musical and artistic agents.
  - g. To accept gifts of any description.
  - h. To insure or guarantee the payment of advances, credits, bills of exchange and other commercial obligations and commitments of every description as well as the fulfilment of contracts and other trading and commercial transactions of every description whether at home or abroad and to indemnify any person against the same and to guarantee the payment of monies secure by or payable under or

in respect of any debenture, contract or obligation of any person, persons or corporations.

- i. To make, draw, accept, endorse, issue discount and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.
- j. To carry on from time to time the business of publishing music, selling music books and music magazines, music and song.
- k. To acquire by purchase, exchanged, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or other estate or interest, whether immediate 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 the Company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner.
- l. To undertake the office of trustee, executor, administrator, committee, manager, secretary, registrar, attorney, delegate, substitute or treasurer, and any other offices or situations of trust or confidence and to perform and discharge the duties and functions incident thereto, and generally to transact all kinds of trust and agency business either gratuitously or otherwise.
- m. 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 Centre to mortgage or charge all or any part of the property of the Centre.
- n. To establish, join, support and subscribe to, or to aid in the establishment and support of associations, institutions, societies, co-operatives, clubs, funds, trusts or conveniences calculated to benefit the Company or employees or ex-employees of the Company or the dependants or connections of such persons or connected with any town or place where the Company carries on business, and to grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company, or to the wives, children or other relatives of such person and to make payments toward insurance, and to form and contribute to provident and benefit funds for the benefit of any persons employed by the

Company and to subscribe and or guarantee money for charitable or benevolent objects or for any exhibition or any public, general or useful object.

- o. To promote freedom of contract 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'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 purpose.
- p. To procure the Company to be registered or recognised in any foreign country, colony, dependency or place.
- q. 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 debenture of securities of the Company.
- r. To do all or any of the above things in 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 or in partnership or conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's business by any person or company.
- s. To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- t. To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any exhibition.
- u. To acquire by purchase, lease, exchange, hire or otherwise lands and property of any tenure or any interest in the same; sell, lease, let, mortgage or otherwise dispose of the lands, houses, buildings and other property of the Company.
- v. To erect, construct houses and buildings or works of every description on any land of the Company or upon any other lands or property and to pull down, rebuild, enlarge, alter and improve existing houses, buildings or works thereon, to convert and appropriate any such land into and for roads, squares, gardens and pleasure grounds and other conveniences and generally to deal with and improve the property of the Company.

Provided that the Company shall not support with its funds or procure to be observed by its members or others, any regulations or restriction which if an object of the Company would make it a Trade Union

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 and the intention is that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be in nowise restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

3. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company.

Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any member of the company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding five per cent, per annum on money lent or reasonably and proper rent for premises demised or let by any member to the Company but so that no member of the Board of Directors of the Company shall be appointed to any salaried office of the Company. There shall be repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company provided that the provision last aforesaid shall not apply to any payment to any company which a member of the Board of Directors may be a member, and in which such Member shall not hold more than one hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

4. The liability of the members is limited.
5. 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 of the Company within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he 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 amount themselves, such amount as may be required not exceeding one pound.
6. 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 amongst the members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 3 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.

We, the several persons whose names and addresses are subscribed, wish to be incorporated into a Company in pursuance of this Memorandum of Association

**Names, Address and Description of Subscribers**

<b>Name</b>	<b>Address</b>	<b>Description</b>
John O'Mahony	129 Rialto Cottages Dublin 8	Arts Administrator
Charles Meredith	Tinnahinch, Foxrock, County Dublin.	Musician
Hilary Brucefield	10 Knockagh Terrace, Greeniland, Carrickfergus, County Antrim.	University Lecturer
Simon Trezise	School of Music 5 Trinity College, Dublin 2	University Lecturer
Gerard Thomas Gillen	1 Southwood Park, Blackrock, County Dublin	University Professor
Sean Mulcahy	52 Leeson Park, Dublin 6	Engineer
Bernard Geary	24 Watson Road, Killiney, County Dublin	Composer/Teacher

Dated this 19<sup>th</sup> day of September 1995

Witness to the above signatures

Bernard Harris  
Administrator,  
30 The Willows,  
Finglas Road,  
Dublin 11.

COMPANY LIMITED BY GUARANTEE AND NOT  
HAVING A SHARE CAPITAL

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# **ARTICLES OF ASSOCIATION**

## **OF**

# **THE CONTEMPORARY MUSIC CENTRE LIMITED**

### **INTERPRETATION**

1. In these Articles:-

“The Act” means the Companies Acts, 1963 to 1983.

“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 any person occupying the position of Director by whatever named called.

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

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

“The Seal” means the Common Seal of the Company.

Expressions referring to writing shall, unless the contrary intention appears, be constructed as including reference to printing, lithography,



photography and any other modes of representing or reproducing words in a physical form.

Unless the contrary intention appears words or expression contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date in which these Articles become binding on the Company.

## **MEMBERS**

2. The numbers of members with which the Company proposes to be registered is 7 but the Directors may from time to time register an increase of members.
3. The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be members of the Company.

## **GENERAL MEETINGS**

4. General meetings of the Company shall be held in the Republic of Ireland.
5. A. Subject to paragraph (b) the Company shall each year hold a general meeting at its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it, and not more than 15 months shall elapse between the date of the one annual general meeting of the Company and that of the next.  
B. 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, Subject to Article 4, the annual general meeting shall be held at such time and at such place in the State as the Directors shall appoint.
6. All general meetings other than annual general meetings shall be called extraordinary general meetings.
7. The Directors may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on such requisition or in default may be convened by such requisitions as provided for by Section 132 of the Act. If at any time there are not within the State sufficient Directors capable of acting to form a quorum, any Director or any two members of the Company, 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.

8. Subject to Section (141) of the Act, a resolution in writing signed by all 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 effected 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.

## **VOTES OF MEMBERS**

9. Every member shall have one vote.
10. 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 on 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.
11. No member shall be entitled to vote at any general meeting unless all moneys immediately payable by him to the Company have been paid.
12. No objections 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 Chairman of the meeting whose decision shall be final and conclusive.
13. Votes may be given either personally or by proxy.
14. The instrument appointing a proxy shall be in writing under the hand of the appointer or 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.
15. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
16. A vote given 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 so 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.

## **BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS**

- 17 Any body corporate which is a member of the Company may by resolution of its directors or other governing body authorise such persons as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual member of the Company.

## **BORROWING POWERS**

- 18 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 debts, liability or obligation of the Company or of any third party.

## **DIRECTORS**

- 19 The names of the first Directors shall be determined in writing by the subscribers of the Memorandum of Association and shall number seven. The term of office of a Director shall be four years and no Director shall be entitled to sit for more than two consecutive terms.
- 20 A Director may retire at any time by arrangement with his co-Director or co-Directors.
21. The remuneration of Directors shall from time to time be determined by the Company in general meeting in respect of fees for work commissioned by the Board. Such remuneration shall be deemed to accrue from day to day. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings as the Directors or any committee of the Directors or general meetings of the Company in or in connection with the business of the Company.

## **ROTATION OF DIRECTORS**

22. The first Directors shall have a term of office of four years. At the annual general meeting following the completion of the first four year term one-third of the Directors for the time being or if their number is not three or a multiple of three, then the number nearest one-third shall retire from office.
23. 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.

24. A retiring Director shall be eligible for re-election but shall not sit for more than two consecutive terms.
25. In the event of there being a vacancy on the Board during the first four years after the first meeting of the Directors of the Company that vacancy shall be filled by a Co-Option by An Chomhairle Ealaion.
26. An Chomhairle Ealaion shall have the right to confirm or otherwise the first Directors of the Company within the first 12 months after the first meeting of the Company.
27. The Directors may delegate any of their powers to Committees consisting of such members of the Board as they think fit; any Committee so formed shall, in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. The Directors may delegate responsibility to sub-committees of non-members of the Board but the chairman of such Committee shall always be a member of the Board and such sub-committees must report to the Board and their findings be approved or otherwise by the Board.
28. The Directors shall have the power to co-opt a Director or Directors unto the board after the expiry of the first four years.

## **DISQUALIFICATION OF DIRECTORS**

29. The office of Director shall be vacated if the Director:-
  - a. holds any other office or place of profit under the Company; or
  - b. is adjusted bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
  - c. becomes prohibited from being a Director by reason of any order made under Section 184 of the Act; or
  - d. becomes of unsound mind; or
  - e. resigns his office by notice in writing to the Company; or
  - f. is convicted of an indicatable offence unless the Directors otherwise determine; or
  - g. is directory or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 194 of the Act.

## VOTING ON CONTRACTS

30. A Director may vote in respect of any contract in which he is interested or any matter arising thereout.
31. The Company may by ordinary resolution of which extended notice has been given in accordance with Section 142 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. 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.
32. The Directors may meet together for the despatch 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 is an equality of votes, the Chairman 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.
33. A Committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.
34. A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairman shall have a second or casting vote.
35. 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.
36. 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.

## **SECRETARY**

37. The 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.
38. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the 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.

## **THE SEAL**

39. 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 Directors for the purpose.

## **ACCOUNTS**

40. The Directors shall cause proper books of account to be kept relating to:-
  - a. All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;