

**COMPANIES ACTS, 1963 TO 1990**

**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**

**OF**

**Earagail Arts Festival Management Company Ltd.**

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Company Limited by Guarantee and Not Having a Share Capital

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1. The Name of the Company (hereinafter called "the Company") is Earagail Arts Festival Company Ltd.
- 2.(a) The main object for which the Company is established is the promotion of education in the Performing and Visual Arts through, inter alia, performances, concerts, exhibitions, workshops, seminars and conferences.
- (b) In furtherance exclusively of the above main object, the Company shall have the following subsidiary objects:-
  - (a) To plan, programme, manage and promote an annual, bilingual Irish and English language, multi disciplinary festival of the arts throughout the greater catchment area of Slieve an Earagail/Mount Errigal in County Donegal – that Festival being known as the Earagail Arts Festival and that area of benefit being commonly known as the area of County Donegal “north of the gap” and the area of the County described as “An Gaeltacht”.
  - (b) To present an artistic programme which will be innovative, imaginative and stimulating to its host community; which will actively support and reflect the importance and position of the Irish language among its host community; which will always adhere to the highest possible professional standards in terms of artistic excellence, management, production and presentation; which will actively support the work of local artists and venues; which will invite high quality, professional international arts companies and artists to work in Donegal; which will reflect closely the widely dispersed nature of its host community, will be of benefit to the local community and to visitors alike and will contribute significantly to the ongoing development of cultural tourism in the area.

- (c) To the extent that the same are essential or ancillary to the promotion of any of the objects hereinbefore set out the company may exercise all or any of the following powers:
- (i) To enter into contracts with professional artists, performers, companies, other producers and other specialist personnel as appropriate.
  - (ii) To commission and/or create new artistic work, either as a sole agent or in association with other institutions with similar main objects to the Company.
  - (iii) To host, organise and promote any other cultural, educational, artistic or commercial events throughout the year which may complement the main objects of the Company.
  - (iv) To educate the public in an informed and critical appreciation of the arts, and to afford opportunities for the expression and the exchange of views on matters of arts, and for that purpose to publish, distribute and sell books, periodicals, magazines, pamphlets, posters, sound and visual recordings, films, websites and communications in any form.
  - (v) To bring together in conference representatives of professional, community and voluntary arts, developmental and educational organisations, government departments, statutory authorities and individuals towards the furtherance of the main objects of the Company.
  - (vi) To purchase, take on lease, or in exchange, hire or otherwise acquire real or personal property and rights or privileges, and to construct, maintain and alter buildings or erections;
  - (vii) To sell, let or mortgage, dispose of or turn to account all or any of the property or assets of the Company subject to approval of the Board where the original purchase price of the property or asset exceeded €7,000.
  - (viii) To purchase or otherwise acquire plant and machinery including computer hardware and software, furniture, fixtures, fittings and all other effects of every description and to apply for registration of any patents, rights, copyrights, licences and the like;
  - (ix) To borrow or raise money on such terms and on such security as may be thought fit with such consents as are required by law;
  - (x) To take and accept any gift of money, property or other assets whether subject to any special trust or not;
  - (xi) To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
  - (xii) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

- (xiii) To invest monies of the Company not immediately required for its purposes in or upon such investments, 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.

The prior written approval of the Revenue Commissioners shall be obtained where it is intended to accumulate funds for a period in excess of two (2) years.

- (xiv) To make any donations in cash or assets or establish or support or aid in the establishment or support of and to lend money (with security) to or for any charitable associations or institutions;
- (xv) To undertake and execute charitable trusts.
- (xvi) To engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organise, carry on the work of and advise the Company and, subject to the provisions of clause 3 hereof, 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 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 persons employed by the Company and to subscribe or guarantee money for charitable objects.
- (xvii) To amalgamate with any companies, institutions, societies or associations which shall be charitable by law and have main objects altogether or mainly similar to those of the company and prohibit payment of any dividend or profit to and the distribution of any of their assets among their members at least to the same extent as such payments or distributions are prohibited in the case of members of the Company by this Memorandum of Association;
- (xviii) To pay out of funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- (xix) To liaise and co-operate as required with authorities or organisations or bodies corporate, whether locally, nationally or internationally with the view to the attainment and furtherance of the Company's main objects.
- (xx) To engage any person or persons to carry on the work of and advise the company on a voluntary basis.
- (xxi) To arrange insurance cover for and to indemnify the Company's Officers, servants and

voluntary workers and its members/directors from and against all such risks incurred in the course of the performance of their duties as may be thought fit.

- (xxii) To hire and/or loan equipment and expertise to other institutions with similar objects to the Company and to hire and loan same from other institutions in the furtherance of the main objects of the Company.
  - (xxiii) To subscribe to local, national and international institutions, networks and charities with similar objects of the Company.
  - (xxiv) To do all such other lawful and charitable things as shall further the attainment of the main objects of the Company.
3. 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 benefit in money or money's worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such company;
4. The liability of the members if limited.
5. 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 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 among themselves, such amount as may be required not exceeding 2 Euros.
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 among the members of the Company, but shall be given or transferred to some other charitable body or bodies having objects similar to the 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 is imposed on the Company under or by virtue of clause 3 hereof, such body or bodies to be determined by the members of the Company at or before the time of dissolution, and if so far as effect cannot be given to such provision, then to some other charitable body.

7. Any changes to this Memorandum shall be notified to the Revenue Commissioners.
8. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

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

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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Alice Bonner, Main Street, Stranorlar, Co Donegal. Business Woman/Member of Donegal County Council.

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Jimmy Harte, 3 Sylvan Park, Letterkenny, Co Donegal. Insurance Broker/Member of Donegal County Council.

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Dessie Larkin, 36 Carolina Park, Letterkenny, Co Donegal. Member of Donegal County Council.

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Liam Ronayne, 13 Dungarran, Gortlee, Letterkenny, Co Donegal. County Librarian.

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Patricia McBride, 13 College Park, Letterkenny, Co Donegal. Theatre Director

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Traolach Ó Fionnáin, Glencar Irish, Letterkenny, Co Donegal. Local Authority Arts Organiser.

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Shaun Hannigan, 6 Ardcrannagh, Gortlee, Letterkenny, Co Donegal. Manager of Arts Centre.

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Dated this                      day of  
Witness to the above signatures:-

2003