



THE COMPANIES ACTS 1963 TO 2005

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

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**MEMORANDUM AND ARTICLES OF ASSOCIATION OF  
THE IRISH PRIMARY PRINCIPALS' NETWORK LIMITED**

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1. The name of the company (hereinafter referred to as "IPPN") is the "Irish Primary Principals' Network Limited"
2. The main object for which the Company is established is to advance education by:
  - a. professionalising school leadership to ensure quality learning
  - b. reflecting the experience of school leaders on professional issues
  - c. resourcing the professional needs of school leaders
  - d. improving the quality of education policy and practice
3. The following are the powers of the company:
  - a) To purchase, take on lease or in exchange, hire or otherwise acquire or use real and personal estate which may be deemed necessary or convenient for any of the purposes of IPPN.
  - b) To enter into any contract to construct, maintain and alter houses, building or works necessary or convenient for the purposes of IPPN.
  - c) To take any gift of property, including money, whether subject to any special trust or not for any one or more of the objects of IPPN.
  - d) To take such steps by personal or written appeals, public meetings, radio and television broadcasts or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of IPPN in the shape of donations, subscriptions, legacies or otherwise and also for furthering the objects of IPPN.
  - e) To print and publish any newspapers, periodicals, books or leaflets that IPPN may think desirable for the promotion of its objects.
  - f) To sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the property of IPPN.
  - g) To borrow and raise money in such manner as IPPN may think fit.
  - h) To endorse any product or service considered to be of direct or indirect benefit to schools, staff and /or children and whether in return for commission or otherwise



- i) To invest monies of IPPN not immediately required for any of its objects in such manner as may from time to time be determined. *Prior permission to be obtained from Revenue* where it is intended to accumulate funds for a period in excess of two (2) years
  - j) To undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of IPPN.
  - k) To subscribe to any charities and to provide a superannuation fund for the servants of IPPN or otherwise to assist any such servants and their dependants provided always that IPPN shall not subscribe to any charity which does not prohibit the distribution of any of its income or property among its members to an extent at least as great as imposed on this Network under Clause 4 hereof.
  - l) To purchase or otherwise acquire and undertake all or any part of the property assets, liabilities and engagements of any one or more Companies, Institutions, Societies or Network with which IPPN is authorised to amalgamate.
  - m) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.
4. 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 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.
5. No addition, alteration or amendments shall be made to or in the provisions of the Memorandum and Articles of Association of IPPN for the time being in force unless the same shall have been previously submitted to and approved by the Revenue Commissioners



6. The fourth and fifth paragraphs of this Memorandum contain conditions to which a licence granted by the Minister for Enterprise Trade and Employment to IPPN in pursuance of Section 24 of the Companies Act, 1963 is subject.
7. The liability of the members is limited.
8. Every member of IPPN undertakes to contribute to the assets of IPPN in the event of the same being wound up during the term that he is a member, or within one year afterwards for payment of the debts and liabilities of IPPN contracted before he ceases to be a member, and of the costs, charges and expenses of winding up and for the adjustment the rights of the contributories among themselves, such amount as may be required not exceeding €5.
9. If upon the winding up or dissolution of IPPN there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of IPPN, but shall be given or transferred to some other institution or institutions having objects similar to the objects of IPPN, 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 IPPN under or by virtue of Clause 4 hereof such Institution or Institutions to be determined by the members of IPPN at or before the time of dissolution, and in default thereof then to some charitable object.
10. Any member may withdraw from IPPN by giving one month's notice in writing to IPPN of his/her intention so to do, and upon the expiration of such notice he shall cease to be a member.
11. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.



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#### ARTICLES OF ASSOCIATION OF THE IRISH PRIMARY PRINCIPALS' NETWORK LIMITED

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#### 1. Interpretation

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|----|------------------------------------|--|
| a) | the Act                            | Companies Act 1963   |
| b) | the Statutes                       | Companies Acts 1963 to 2005 and every other Act being a re-enactment of or modification or amendment to same   |
| c) | these Articles                     | These Articles of IPPN as framed or as from time to time altered or added to by special resolution   |
| d) | IPPN                               | The above named company  |
| e) | <i>the Board of Directors</i>      | Established to govern IPPN and constituted as hereinafter provided   |
| f) | <i>the National Council</i>        | Consisting of two <i>representatives</i> elected by each County Network to represent its members at national level.  |
| g) | <i>the Chief Executive Officer</i> | <i>Any person appointed to manage the day to day operations and execute the strategic plan of the Organisation</i>   |
| h) | the President                      | Any person appointed to perform the duties of President of IPPN  |
| i) | the Office                         | The registered office for the time being of  |
| j) | Seal                               | The Common Seal of IPPN  |
| k) | Month                              | Calendar Month   |
| l) | Full Members                       | Such Principals and Deputy Principals of primary schools including Acting Principals, acting Deputy Principals and those on career break and secondment who are eligible and registered as members from time to time and who have paid the annual subscription up to date as hereinafter provided. |



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|----|-----------------|--|
| m) | Membership Year | The year running from 1st September in any one year to 31st August in the following year |
| n) | County Networks | The twenty six counties in the Republic of Ireland.                                      |
| o) | DES             | Department of Education & Science  |

And words importing to singular number only shall include a plural and words importing the masculine shall include the feminine and vice versa.

Words importing persons shall include corporation, societies and companies. Subject to the aforesaid any words or expressions defined in the statutes shall, if not inconsistent with the subject or context bear the same meaning in these articles.

### **Membership**

- 2.1 There shall be three categories of membership: full membership, associate membership, honorary membership. The number of members with which the company proposes to be registered is eight. This figure may subsequently be increased.
- 2.2 Full membership of IPPN shall be open to all Principals and Deputy Principals. Whether in an acting capacity or otherwise, of primary schools in the Republic of Ireland who have paid up-to-date the annual membership fee as proposed by the Board of Directors and ratified by the Annual General Meeting. The annual membership fee will become due at the beginning of each academic year and shall be payable in one payment.
- 2.3 Associate membership shall be open to all former Principals and Deputy Principals of primary schools who have retired and such other Principals and Deputy Principals from outside the jurisdiction as the Board of Directors may from time to time decide. Associate membership may also be offered to members of the wider educational community as deemed appropriate by the Board. The Annual subscription for Associate membership shall be set by the Board. A register of Associate members will be kept by the CEO. Retired Associate Members may be afforded opportunities to report to the Annual General Meeting of IPPN and to make submissions to the Board of Directors.
- 2.4 Honorary membership shall be conferred by the Board of Directors on persons considered to have made an outstanding contribution to IPPN or to education in Ireland. Such honorary members shall not be required to pay an annual membership fee.
- 2.6 (a) The Board of Directors shall have the power to suspend a member from membership, pending an investigation, in appropriate cases.  
  
(b) Any Member whose conduct is deemed, after due investigation by the Board of Directors, to be prejudicial to the interest of IPPN or who has been convicted of an indictable offence, may be called upon by written notice of the Board of Directors to resign membership. No disciplinary action shall be taken against a member unless that member has been given prior notice in writing of the matter(s) at issue and afforded due process, including a right to be heard in his/her own defence.



## **Structure**

- 3.1 The membership of IPPN shall be divided into regions, based on existing geographical county boundaries, and each member will belong to the County Network determined by the county in which the school, where the member employed, is situated.
- 3.2 All principals and deputy principals of primary schools (including acting Principals, acting Deputy Principals shall be eligible to become members of IPPN.
- 3.3 Each County Network shall elect a County Network Committee, to fulfil the aims and functions of IPPN in their respective counties.
- 3.4 Each County Network shall facilitate the formation of principal support groups, in co-operation other relevant bodies to support the members within each county.
- 3.5 Each County Network Committee will hold an annual general meeting during the first school term in each year, at which full members who have paid their annual subscription only, shall be eligible and entitled to attend and vote thereat.
- 3.6 Each County Network Committee *shall elect two representatives to the National Council for a two year period with rotation, a Chairperson, a Co-ordinator for CPD, Co-ordinator for Newly Appointed Principals and a Co-ordinator for Support Groups.*
- 3.7 Vacancies on the County Network Committee occurring during the course of any year shall be filled from a list retained from the original election or filled by co-option.
- 3.8 No officer shall continue to hold the same office for more than three consecutive years.
- 3.9 Voting for officers at election at County Network Committee level shall be by proportional representation.
- 3.10 Each County Network Committee shall be entitled to form such sub committees as they may require in order to properly transact the business of the County Network Committee. Where possible at least one member of the County Network Committee shall be a member of each sub-committee.
- 3.11 Each County Network Committee shall meet at least once in every school term.
- 3.12 Meetings of a County Network Committee may be called by the Chairperson or by 25% of ordinary members in the County Network. Except in the case of an extraordinary meeting, seven days clear notice of any County Network Committee meeting shall be given.
- 3.13 Each County Network Committee will ensure that minutes of decisions taken at County Network Committee meetings will be kept and read out and approved at or prior to the next meeting thereof.
- 3.14 The Board of Directors shall provide support and guidelines for each County Network Committee.



## National Council

- 4.1 The National Council shall consist of the amalgam of two elected representatives from each County Network Committee. Additional members may be co-opted to the National Council by the Board of Directors.
- 4.2 The responsibilities of each National Council member shall be to:
- a) ensure effective two way communication between the National Council and the member's County Network and Support Groups
  - b) represent the key professional issues, concerns and needs of the member's County Network to the National Council
  - c) communicate the decisions, policies and activities of the Board of Directors and National Council to the member's County Network
  - d) assist the Board of Directors and National Council in developing IPPN policy by participating in research and development sub-committees.
- 4.3 The National Council shall meet at least once during each school term. One month's written notice of each National Council meeting will be sent to each member, prior to the date of each meeting.
- 4.4 A meeting of the National Council may be called at any time by the President or by 25% of members of the National Council. Where a meeting is called by the President, 7 days notice of same will be given to each member.
- 4.5 The National Council shall ensure that minutes of decisions taken will be kept, circulated to National Council members prior to or at a subsequent meeting and approved at such subsequent meeting.
- 4.6 Each County shall have a vote at a National Council meeting. A quorum of 50% shall apply to National Council meetings.
- 4.7 Proposals for the agenda of any meeting shall be forwarded to IPPN Chief Executive Officer not less than two weeks prior to such meeting. The agenda of any meeting should be circulated to National Council members one week prior to the meeting to which the agenda applies.
- 4.8 The National Council shall elect from the paid up membership of IPPN the following:
- a) President
  - b) Deputy President (President Elect)
  - c) Treasurer
- and other such officers as agreed by the National Council from time to time. The election of Members of the Board of Directors shall be by proportional representation.
- 4.9 The elected officers along with agreed ex-officio members form IPPN's Board



- 4.10 A member of the National Council who is absent without valid reason for two consecutive National Council meetings will forfeit his/her membership of the National Council.

### **Board of Directors**

- 5.1 The responsibility for the general leadership, management and organisation of IPPN shall be vested in the Board of Directors by the National Council.
- 5.2 *The Board of Directors shall consist of not less than 8 and not more than 12 (not including co-opted directors of the board or ex-officio board members).*
- 5.3 The members of the Board of Directors, with the exception of the President and Deputy President Elect, shall be elected at the National Council AGM, for a two year term, having regard, where practicable, to the desirability of geographical representation and gender balance.
- 5.4 *The Chief Executive Officer, IPPN's Legal Advisor and IPPN's immediate Past President will be ex-officio members of the Board of Directors*
- 5.5 Vacancies which may occur during any one year on the Board of Directors shall be filled from a list retained from the previous election or filled by co-option by the Board of Directors.
- 5.6 The Board of Directors will determine the time, place and format for the annual general meeting of the National Council.
- 5.7 No officer on the Board of Directors shall continue to hold the same office for more than 3 consecutive years.
- 5.8 The Board of Directors shall be entitled to form such sub-committees as they may require in order properly to transact the business of the Board of Directors. Where possible, at least one member of the Board of Directors shall be a member of each sub-committee. Sub-committees may be comprised of members of the National Council and/or other co-opted members.
- 5.9 The Board of Directors shall consult with and give reports and updates to the National Council at meetings and by other appropriate communications.
- 5.10 The Board of Directors shall provide administrative support structures as deemed appropriate for the members of the Board of Directors

### **President**

- 6.1 The National Council shall elect a President who shall serve for a term of two years.
- 6.2 The President may be seconded, by agreement of the Board of Directors, to serve his/her term of office.
- 6.3 At the end of the term of office of the President, the President may *remain as an ex-officio member of the Board for a period of two further years.*





- 6.4 The National Council *shall elect a Deputy President in sufficient time to align with the start date of the President's two year term*. The Deputy President Elect shall be a member of the Board of Directors for a term of 2 years and will assume the role of President when the President's term of office is completed.
- 6.5 The Deputy President shall also assume the role of President in the event of resignation, incapacity or death of the President during the President's term of office and shall hold such office for the remainder of the President's term of office.
- 6.6 The President is accountable to both the National Council and Board of Directors
- 6.7 The role of the President shall be to:
- a) chair meetings of the National Council and Board of Directors
  - b) be responsible, in conjunction with the CEO for the day to day management of IPPN
  - c) preside over and co-ordinate the work of the officers of IPPN
  - d) act as the official representative of IPPN, provided always that the President may choose to delegate certain aspects of this function to the Deputy President, the CEO or other members of the Board of Directors from time to time
  - e) Manage, in conjunction with the Director, the internal communications of the Board of Directors and National Council.
  - f) co-ordinate the agenda for meetings
  - g) facilitate decision making processes
  - h) ensure IPPN's compliance with Company Law, the Revenue Commissioners and other relevant legislation
  - i) Ensure that IPPN's responsibilities and rights as an employer are met, particularly in relation to recruitment, contracts, performance reviews, salaries, statutory deductions, pensions, grievance/disciplinary procedures as well as the pastoral care/health & safety of staff.
- 6.8 The Board of Directors shall provide administrative support structures for the President.

### **Chief Executive Officer**

- 7.1 IPPN shall employ a Chief Executive Officer on a fixed term contract basis whose role and function shall be to lead, manage and organise the activities of IPPN in compliance with the policies, aims and objectives of IPPN as determined by the Board of Directors.
- 7.2 The CEO shall be accountable to the Board of Directors and National Council on policy matters and shall be accountable to the President and Board of Directors on day to day IPPN operational matters.
- 7.3 The CEO shall be responsible, in conjunction with the President, for the day to day management of IPPN
- 7.4 The CEO shall be an ex-officio member of the Board of Directors and National Council and may be an ex-officio member of each and any sub-committee thereof.
- 7.5 The CEO shall act as General Secretary and correspondent for IPPN.
- 7.6 The Board of Directors shall provide administrative support structures for the CEO



### **Annual General Meeting**

- 8.1 IPPN shall in each year hold a General Meeting of the elected representatives of each of the County Networks as its Annual General Meeting in addition to any other meeting in that year. It shall specify the meeting as such in the notices to members.
- 8.2 Each Annual General Meeting of IPPN shall be held not less than 10 months and not more than 14 months after the preceding Annual General Meeting.
- 8.3 At each Annual General Meeting the Chair shall be taken by the President or the Deputy President or, in their absence, by a Chairperson selected by the Board of Directors.
- 8.4 The business of each Annual General Meeting shall include:
  - a) Adoption of standing orders
  - b) Adoption of Minutes of the previous Annual General Meeting
  - c) Adoption of Minutes of any Extraordinary General Meeting held since the last Annual General Meeting
  - d) Consideration of Director's Report
  - e) Consideration of Chief Executive Officers' reports
  - f) Consideration of audit committee's report
  - g) Ratification of membership fee proposed by the Board of Directors
  - h) Election of Auditors
  - i) Election of officers to form the Board of Directors
- 8.5 Proposals for consideration at the Annual General Meeting must be submitted from the County Networks or the Board of Directors to the CEO at least four weeks before the Annual General Meeting. A list of proposals shall be circulated to all members at least two weeks before the Annual General Meeting. All amendments to such proposals must be submitted from the County Networks to the Board of Directors at least one week before the Annual General Meeting. All such amendments must be published prior to the Annual General Meeting. The Board of Directors shall have the power to add emergency proposals to the agenda.
- 8.6 All issues, except amendment to these Articles, shall be decided by a simple majority of those present voting and eligible to vote.



## **Finance and Accounts**

- 9.1 The Board of Directors shall have ultimate responsibility for the finances of IPPN, and shall cause proper books of accounts to be kept by or on behalf of the Treasurer relating to:
- a) All sums of money received and expended by IPPN and the matters in respect of which the receipt and expenditure takes place;
  - b) All sales and purchases of goods by IPPN;
  - c) The assets and liabilities of IPPN.
- 9.2 The Board of Directors Committee shall appoint a Treasurer annually, whose role and function shall be as follows:
- a) budgeting for and monitoring of the finances of IPPN.
  - b) co-ordinating the raising of sponsorship, collection of membership fees, application to relevant authorities for financial assistance and preparation of accounts for the Board of Directors.
  - c) payment of expenses to Board members and National Council members and payment of salaries and allowances to employees of IPPN
  - d) arranging that all accounts of IPPN are audited annually on the basis of a *financial year ending on the 31<sup>st</sup> December in each year*
  - e) determining the financial accounting practices of the Board of Directors, National Council and County Networks, subject to the advice of IPPN's auditor.
  - f) furnishing an interim financial report to each meeting of the Board of Directors.
- 9.3 A bank account or accounts for the purposes of IPPN shall be opened and kept at such bank or banks as may from time to time be selected by the Board of Directors. Every sum of money received for IPPN shall forthwith be paid to the credit of the foregoing bank account(s) unless otherwise directed by the Board of Directors.
- 9.4 All cheques of IPPN shall be jointly signed by any two of the following: the Treasurer, the President, the Director or others as agreed by the Board. The bank of IPPN shall be instructed accordingly.
- 9.5 The Treasurer shall report and be answerable to the Board of Directors for the finances of IPPN with the exception of petty cash payments not exceeding €300.
- 9.6 All payments of expenses and other payments shall be discharged by cheque.
- 9.7 The Treasurer will present a quarterly balance sheet, financial reports and bank balances as required, to the Board of Directors.
- 9.8 The National Council shall elect annually an Audit Committee consisting of, the Treasurer, one other member of the Board of Directors and two members of the National Council. The Audit Committee will present a summary report for discussion and adoption by the National Council.
- 9.9 The Board of Directors shall establish a finance sub-committee to manage the financial affairs of IPPN in conjunction with the Treasurer.



9.10 Independent auditors shall be appointed by the Board of Directors and their duties regulated in accordance with the Act.

### **Amendments**

10.1 Any additions, alterations or deletions to the Memorandum or Articles of Association of IPPN may only *and will be made by a simple majority of the National Council present casting one vote per county*

### **The Seal**

11.1 The Seal shall be used by the authority of the Board of Directors and every instrument to which the Seal shall be affixed shall be signed by a member of the Board of Directors and shall be countersigned by the Secretary/Chief Executive Officer of IPPN or by a second member of the Board of Directors or by some other person appointed by the members of the Board of Directors for the purpose.

### **Notices**

12.1 A notice may be given by IPPN to any member either personally or by sending it by post to his/her registered address or by electronic mail. 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 effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

12.2 Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

- (a) All County Network representatives; and
- (b) The Auditor for the time being of IPPN.

No other person shall be entitled to receive notices of General Meetings.