
COMPANY LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL

CONSTITUTION

-of-

DEUTSCHE SCHULE DUBLIN COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

1. **Name**

The name of the Company is Deutsche Schule Dublin company limited by guarantee.

2. **Company type**

The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.

3. **Main Object**

The main object for which the Company is established (the “Main Object”) is to establish and carry on a school in which students may obtain a sound and general education but particularly in the German language.

4. **Subsidiary Objects**

As objects incidental and ancillary to the attainment of the Main Object, the Company shall have the following subsidiary objects:

- 4.1 To provide for the delivery and holding of lectures, exhibitions, public meetings, classes and conferences calculated directly or indirectly to advance the cause of education and in particular to foster and promote cultural relations between Ireland and Germany.

- 4.2 To be a school of inter-denominational, co-educational and bilingual or multilingual character for the education of German children, children of German descent, children of Irish parents and children of parents of other nationalities, who are particularly interested in the German language or German culture.
- 4.3 To be a school of German-Irish encounter which, on the basis of a balanced bilingual timetable as well as syllabi geared to the cultural and educational values of both countries, affords high quality education to pupils.
- 4.4 To be a school providing additional German instruction. As such the school is expected and has as its aim to produce above average standards in German language instruction and other subjects. It aims to differ from other schools in Ireland by virtue of the targets set for such instruction. Suitable instruction for German or German-speaking children must be ensured to the best extent possible and where economically feasible. In regard to German language instruction close co-operation with the appropriate German authorities is maintained, and any resolutions for change in the type and extent of German will only be introduced after consultation and agreement with such authorities.

5. **Powers**

The Company shall in addition to the powers conferred on it by law have the following powers which are exclusively subsidiary and ancillary to the Main Object and which powers may only be exercised in promoting the Main Object. Any income generated by the exercise of these powers is to be applied to the promotion of the Main Object:

- 5.1 To solicit and procure by any lawful means and to accept and receive any donation of property of any nature and any devise, legacy or annuity, subscription, gift, contribution or fund, including by means of payroll giving or other similar arrangements, and including (but so as not to restrict the generality of the foregoing) the holding of lotteries in accordance with the law for the purpose of promoting the Main Object, and to apply to such purpose the capital as well as the income of any such legacy, donation or fund.
- 5.2 To undertake, accept, execute and administer, without remuneration, any charitable trusts.
- 5.3 To establish and support or aid in the establishment and support of any charitable association or institution, trust or fund, and to subscribe or guarantee money for any charitable purpose which the Company shall consider calculated to promote its Main Object, which shall include the acquisition and taking over of all or any part of the assets or liabilities of this

Company or of any company in which this Company is interested, or shall in any manner be calculated to enhance, either directly or indirectly, the interests of the Company, or to assist any such Company by paying or contributing towards the preliminary expenses, or providing the whole or part of the capital thereof, or underwriting or guaranteeing or procuring subscriptions for the whole or any part of the capital or the shares or securities of any such company, or taking shares of any class or kind therein, or by lending money thereto.

- 5.4 To collect and to receive voluntary contributions, donations or bequests or money for any of the purposes aforesaid.
- 5.5 To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
- 5.6 To apply, petition for or promote any Act of the Oireachtas or other legislation relating directly to the advancement of the Main Object.
- 5.7 Subject to clause 6, to employ such staff, and on such terms, as are necessary or desirable for the proper promotion of the Main Object.
- 5.8 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 a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such 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 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.
- 5.9 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, patents, copyrights, licences, rights and privileges or any estate or interest whatsoever and any rights, privileges and easements over or in respect of any property which may be considered necessary for the purposes of the Company and 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 or building leases or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.

- 5.10 To acquire, hold, sell, manage, lease, mortgage, exchange or dispose of all or any part of the property of the Company with a view to the promotion, protection or encouragement of its Main Object and to vary investments.
- 5.11 To co-operate with any other society or institution in carrying out any investments hereby authorised in furtherance of the Main Object.
- 5.12 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 Company to mortgage or charge all or any part of the property of the Company, present or future, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- 5.13 To invest and deal with monies and property of the Company not immediately required in such manner as will most effectively provide funds for the advancement and promotion of the purposes aforesaid and this power shall include power from time to time to vary any investments made thereunder.
- 5.14 To invest in such ways as shall seem desirable to the Directors any moneys of the Company not immediately required for the use in connection with its Main Object and to place any such moneys on deposit with bankers and others; subject nevertheless as regards the making of investments 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; prior permission to be obtained from the Revenue Commissioners where the Company intends to accumulate funds over a period in excess of two years for any purposes.
- 5.15 To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principal amounts and interest of any person, firm or company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company.
- 5.16 To receive money on deposit at interest or otherwise, and to draw, accept, make, endorse, discount, execute, issue and negotiate bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 5.17 To insure the property of the Company against any foreseeable risk in its full value and take out other insurance policies to protect the Company when required.

- 5.18 To insure any or all of the Directors against personal liability incurred in respect of any act or omission which is or is alleged to be a breach of trust or breach of duty, provided he or she acted in good faith and in the performance of his or her functions as charity trustee (as defined in the Charities Act, 2009).
- 5.19 To apply for, purchase or otherwise acquire any patents, brevets d'invention, licences, concessions and the like conferring any exclusive or non-exclusive or limited rights to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights or information so acquired and to expend money in experimenting upon and testing and improving, or seeking to improve any such patents or rights.
- 5.20 To adopt such means of making known the products and/or services 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 via the internet and by granting prizes, rewards and donations.
- 5.21 To maintain, improve or provide public amenities including recreational facilities, childcare, public health, home, welfare and youth facilities generally.
- 5.22 To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Main Object and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions and to expend moneys with the view to obtaining any such privileges, concessions or rights.
- 5.23 To enter into a partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession or otherwise with any person, company, society, trust or other partnership whose objects are solely charitable, carrying on or engaged in, or are about to carry on or engage in, any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and which prohibits the distribution of income and assets to at least as great a degree as the Company by virtue of Clause 6 hereof and to guarantee the contracts of, otherwise assist any such person, company, society, trust or other partnership, and to take over or otherwise acquire shares, stock, debentures, or debenture stock and securities of any such person, company society, trust or other partnership, and to sell, hold, reissue with or without guarantee or otherwise deal with same.

- 5.24 To procure the registration or incorporation of the Company in or under the laws of any place outside Ireland.
- 5.25 To pay all expenses of and incidental to the incorporation and establishment of the Company or of any company promoted or formed by the Company or in which the Company is or may contemplate being interested.
- 5.26 To carry on alone or in conjunction with others any other trade of business which may in the opinion of the Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company in pursuance of the Main Object.
- 5.27 To found, subsidise, and assist any charitable funds, associations or institutions calculated to promote or assist the Main Object.
- 5.28 To establish and maintain links with international and national organisations having similar objectives.
- 5.29 To do all such other lawful things as the Company may think incidental and conducive to the foregoing Main Object.
- 5.30 To do all or any of the things and matters aforesaid 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.
- 5.31 To pay for any property or rights acquired either in cash or in debentures or debenture stock of the Company or partly in debentures or debenture stock and partly in money.
- 5.32 To acquire, by original subscription or otherwise and to hold and sell, or otherwise dispose of, shares, stock, debentures or debenture stock, or any interest in the revenues or profits of, and to guarantee the payment of any securities issued by any company, corporation, partnership or person carrying on any business capable of being conducted so as directly or indirectly to benefit this Company, and upon any return of capital, distribution of assets, or division of profits, to distribute such shares, stock, debenture or debenture stock among the members of this Company in specie.
- 5.33 To lend money to such persons and bodies, whether upon security or otherwise and upon such terms as the Company shall think fit, and to guarantee the performance of any contracts entered into by the persons having dealings with the Company.
- 5.34 To remunerate any corporation or person, whether in the form of brokerage, commission or otherwise, for any services rendered to the Company, or for introducing business, obtaining subscriptions to, or guaranteeing the subscriptions of, or placing or assisting in placing

any securities of the Company or of any company or association promoted by this Company or in which it is interested, or otherwise assisting or rendering services to the Company.

- 5.35 To procure any servants or employees of the Company to be insured against risk or accident in the course of their employment by the Company and to effect insurances for the purpose of indemnifying the Company against claims by reason of any such risk or accident, and to pay premiums or any such insurance.

PROVIDED THAT:

- (a) 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;
- (b) nothing hereinbefore contained shall be construed as including in the purposes for which the Company has been established any purposes which are not charitable according to law.

6. Income and Property

- 6.1 The income and property of the Company shall be applied solely towards the promotion of Main Object(s) as set forth in this Constitution. 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.

- 6.2 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 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) 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.
- (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. **Additions, alterations or amendments**

The Company must ensure that the Charities Regulator has a copy of its most recent Constitution. If it is proposed to make an amendment to the Constitution of the Company 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.

8. **Winding Up**

The Company can be dissolved by a three-quarter majority vote of all its members. If, upon 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 or distributed among the members and associates of the Company. Such funds shall be given and transferred to the Ambassador of the Federal Republic of Germany in Ireland to keep in trust for the Foreign Office of the Federal Republic of Germany and to be retained by him in Ireland for a period of ten years for the possible establishment of a new German School. If, after expiration of this period, the assets shall not have been used as aforesaid, they shall be transferred to the Foreign Office of the Federal Republic of Germany for the purpose of other German schools abroad.

On the winding up or dissolution of the Company, notice in writing must be given to the Charities Regulator.

9. **Limited Liability**

The liability of the members is limited.

10. **Undertaking to Contribute**

Every member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for

(a) payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and the costs, charges and expenses of winding up; and

(b) the adjustment of the rights of the contributories among themselves,

such amount as may be required, not exceeding €1.

ARTICLES OF ASSOCIATION



PRELIMINARY

1. In these Articles, unless there is something in the subject or context inconsistent herewith:

The "**Act**" means the Companies Act, 2014.

The "**Company**" means the above named Company.

The "**Directors**" means the members for the time being of the Board of Management of the Company and "Director" shall be construed accordingly.

The "**Secretary**" means any person appointed to perform the duties of the Secretary of the Company.

The "**Seal**" means the Common Seal of the Company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography and any other modes of representing or reproducing words in visible form.

SCHOOL NAME AND SUPPORT RECEIVED

2. The School carried on by the Company shall be known as DEUTSCHE SCHULE, DUBLIN, ST. KILIAN'S, (or ST. KILIAN'S GERMAN SCHOOL) thereafter called DSD. It shall be a Primary and Secondary School (see paragraph 3 on Kindergarten) sponsored by the Government of the Federal Republic of Germany. The school is recognised, and supported at secondary level, by the Irish Department of Education and Skills.

KINDERGARTEN

3. The Company may operate a Kindergarten, known as St. Kilian's Kindergarten. It shall be financially independent from the DSD and not sponsored by the Government of the German Federal Republic. This does not preclude support from any Government or other sources, if it becomes available.

Entry to the Kindergarten is in accordance with the relevant school policies.

GUIDELINES AND REGULATIONS

4. The Board of Management is empowered and has the responsibility to adopt appropriate regulation guidelines relating to the operation and organisation of the school.

ENTRY TO SCHOOL AND EXAMINATION

5. Entry to the Primary and Secondary school is in accordance with the relevant school policies, which are adopted by the Board of Management. The Secondary School curriculum leads to the Leaving Certificate Examination and this shall remain an examination at the School. The Junior Certificate Examination will be taken by all students in DSD at the end of 9th class. In line with the School's aim to achieve high standards in the German language, German language academic goals and recognised German examinations are defined by the KMK¹ and the Board of Management. Additional academic goals and examinations may be introduced by approval of the Board of Management.

MEMBERS

6. For the purposes of registration the number of members of the Company is taken to be 7 but the Company may from time to time register an increase of members.
7. The members of the Company shall be:

¹ Kultusministerkonferenz

- (a) Parent Members; that is to say, the parents or foster parents of pupils attending the DSD and/or St. Kilian's Kindergarten.
- (b) Extraordinary Members; that is to say, all persons who wish to further the objectives of the Company without making use of the school facilities and who agree in writing to pay an annual subscription as fixed from time to time by the Board of Management and whose application for membership has been accepted by the Board of Management by a two-thirds majority. Such members are non-voting.
- (c) Honorary Members; that is to say, persons who have been elected to be honorary members by the General Meeting on a recommendation by the Board of Management, provided however, no person shall be recommended by the Board of Management, unless he or she, in the opinion of the Board of Management, has rendered special services to the DSD, the German language or the cultural relations between Germany and Ireland. The list of names shall be kept by the School Office. Honorary Members shall have the same entitlement to vote at General Meetings as Parent Members.

EXPIRATION OF MEMBERSHIP

- 8. Membership ceases through death, resignation or exclusion of a member from the Company. Membership also ceases if, after previous written reminder all school fees due or membership subscriptions are not paid by the set date.
- 9. A Parent Member shall cease to be a member of the Company when his/her child, in the case of there being only one child at the school, or all children, in the case of there being more than one attending, leave the DSD.
- 10. In circumstances other from the above mentioned, the Board of Management requires written notice of resignation, which comes into effect at the end of the school year or at another date agreed by the Board of Management.

EXCLUSION FROM MEMBERSHIP

- 11. Members may be excluded by passing of a resolution of the Board of Management, by two-thirds of Board of Management Members present, if members by their conduct damage the image or interests of the Company. Before the decision the member concerned must be given the opportunity to express his/her views. The member has the right to appeal to the General Meeting against the decision. The decision of the General

Meeting is final.

GOVERNING BODY



12. The Company shall be governed by a Board of Management consisting of not more than eleven or not less than seven members, all but two of whom shall be Parent Members to be elected by the Annual General Meeting.

The two Teacher Members (one from Primary and one from Secondary School) are to be elected at a meeting called by the Principal for this purpose. The rules governing the calling and conduct of such meetings shall be recorded in a separate document and approved by the Board of Management prior to their adoption.

13. Employees of the Company are not eligible for membership of the Board of Management, save in the capacity of Teacher Member. Only fully paid up Parent Members not holding office in any other formal organisation within the company or the school it operates such as the Parent's Association, shall be eligible for membership of the Board of Management. Eligibility also applies to two elected Teacher Members, who must have been permanently employed by DSD for a continuous period of not less than two years prior to their election. For the avoidance of doubt, academic staff members delegated to the school (ADLK) are not employees of DSD and are not eligible to be elected to the Board of Management.
14. A simple majority of the Parent Members of the Board of Management shall be of German descent or German nationality. The German panel shall include at least one German national who is temporarily resident (e.g. in Ireland for a period of time and with reasonable expectations of returning to Germany). If no such member is available for election, the Board of Management will continue to seek such an appointment as and when vacancies arise.

In carrying out the election of Parent Members of the Board of Management members at the Annual General Meeting or in carrying out a co-option as hereafter provided, the Board of Management shall ensure that this simple majority is retained. For the purpose of these provisions, the decision of the Board of Management shall be final as to whether an individual candidate for membership of the Board of Management either by election or by co-option is temporarily resident in Ireland and is a German national or of German descent or an Irish national or of Irish descent.

Decisions taken by a Board of Management where this majority has not been met shall

still be considered valid, so long as the Board of Management has and is currently seeking additional members to achieve this majority.

15. The Parent Members of the Board of Management shall include at least one female member and one male member.
16. The Parent Members of the Board of Management shall, by simple majority, have power to fill casual vacancies among Parent Members. The election of such members shall be confirmed at the next Annual General Meeting.

For Teacher Members, the procedures of election shall be recorded in a separate document and approved by the Board of Management prior to their adoption.

17. Of the Parent Members recorded as constituting the Board of Management after the previous Annual General Meeting, one third shall have retired by the current-year Annual General Meeting, or if their number is not three or a multiple of three, then the number nearest to one-third shall have retired from membership of the Board of Management. The members of the Board of Management to retire in every year shall be those who have retired during the year or else been longest in office since their election. Between persons who became members of the Board of Management on the same day, those to retire shall, unless they otherwise agree among themselves, be determined by lot. For reasons of continuity, the Chairperson shall be excluded from this calculation, so long as the Chairperson has stood for election or re-election in the previous three years. A retiring member of the Board of Management shall automatically be eligible for re-election. However, maximum continuous Board of Management membership should not exceed six years, unless this is necessary for reasons of continuity.

The Company, at the Annual General Meeting, at which the members of the Board of Management retire in the aforesaid manner, may fill the vacated position by electing persons thereto.

For Teacher Members, the rules of tenure shall be recorded in a separate document and approved by the Board of Management prior to their adoption or amendment.

18. For Parent Members on the Board of Management, candidates for membership of the Board of Management shall be nominated in writing by not less than two Parent Members of the Company to whom they are personally known. The nomination forms should be received by the Secretary not later than seven days before the Annual General Meeting. No candidate shall be nominated without his or her prior consent, which shall be endorsed on the nomination form.

For Teacher Members, the procedures shall be recorded in a separate document and approved by the Board of Management prior to their adoption or amendment.

BOARD OF MANAGEMENT AND OFFICERS

19. The Honorary Officers of the Company shall be a Chairperson, a Deputy-Chairperson, a Treasurer and a Secretary. The Members of the Board of Management elect these officers from its/their midst at the first Board of Management Meeting after the Annual General Meeting. Teacher Members are not eligible to hold offices of Chairperson, Deputy Chairperson, Treasurer and Secretary.
20. Apart from the routine duties of Chairperson, he/she or his/her duly appointed deputy shall also carry out the following duties: maintenance of close liaison with the Principal, sitting on interview panels for new staff, attendance at major school functions, both social and academic.
21. The Secretary shall give due notice of Board of Management Meetings and be responsible for the compilation of the Minutes and the Agenda of all meetings. He/she sends the Minutes of all meetings to all Board Members, including the representative from the German Embassy. He/she shall perform such other duties as the Board of Management may instruct him/her to discharge.
22. The Treasurer, under the direction of the Board of Management, shall be responsible for the collection and distribution of the funds of the Company ensuring appropriate controls are in place to safeguard the assets of the Company. The treasurer will also ensure compliance with current financial regulations, which are appropriate to the Company. The Treasurer, the Chairperson, the Secretary, the VWL and other nominated Parent Members of the Board, once their nomination has been approved by a meeting of the Board of Management, shall be authorised to approve payments. All payments from Company funds shall be approved by two authorised persons. The Treasurer, under the direction of the Board of Management, shall be responsible for informing the Board of Management of all significant financial developments in the Company in a timely fashion and ensuring that audited financial statements are ready for presentation to the Annual General Meeting.
23. The Board of Management, by reason of the authority vested in it by the members and the Constitution, is the sole Governing Body of the School and Company with full executive powers.

All communications and representations from the Principal concerning the school must be addressed to the Board of Management and to no other person or body and all communications from the staff must be addressed to the Board of Management through the Principal.

24. A simple majority of the members of the Board of Management shall constitute a quorum. If the Board of Management, by resignation of members does not constitute the required minimum number as set out in Clause 12 of these Articles any longer, the representative of the Embassy of the Federal Republic of Germany or his deputy shall appoint, if the situation demands it, an executive who is empowered to conduct the entire business of the Board of Management until the Board of Management's operating power is restored.

Board of Management decisions are taken by simple majority vote. When a vote results in a tie, the Chairperson has a casting vote.

25. The Board of Management shall meet as often as necessary, but generally not less than every six weeks during the School Year. The meetings shall be convened by the Secretary.

A meeting of the Board of Management may also be called by the Chairperson on his/her own initiative or by the Secretary on a demand by not less than two Board of Management members or by the German Ambassador or by the Principal of the School.

26. The representative of the German Embassy, the senior ADLK teacher, the senior Department of Education and Skills – recognised teacher (one of whom will be the Principal) and the Head of Primary shall take part in all meetings of the Board of Management in an advisory capacity. On the resolution of the Board of Management further participants can be called upon, in an advisory capacity, for meetings or specific points of the Agenda.

Attendees may be recused at any meeting where the Chairperson deems this is appropriate.

27. The legally binding signature of the Company is that of the Chairperson and Secretary, or other Parent Board of Management members appropriately authorised to deputise for these officers. In the event that signatories are signing off on matters which could affect the characteristic spirit of the school as a German school abroad, the permission of the

Representative of the German Embassy Dublin is first to be obtained. Decisions with an impact on the scope and nature of the German funding of the school are to be taken in agreement with the German Ambassador to Ireland. If documents refer to the official areas of responsibility of the Principal, information is to be given to him/her.

28. A Board Member shall not be entitled to vote at a meeting of the Board of Management or a committee of the Board of Management on any resolution concerning a matter in which he has, directly or indirectly, an interest which is material or a duty which conflicts or may conflict with the interests of the DSD. A Director shall not be counted in the quorum present at a meeting in relation to a resolution to which this clause refers. If a question arises at a meeting of the Board of Management or of a committee of the Board of Management as to the materiality of a Board Member's interest or as the right of any Board of Management member to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question may, before the conclusion of the meeting, be referred to the Chairperson of the meeting and his ruling in relation to any Member of the Board of Management other than himself shall be final and conclusive.
29. No pupil shall have more than one parent serving at any one time as a member of the Board of Management, irrespective of the type of membership.

BOARD OF MANAGEMENT DUTIES

30. The Board of Management arranges all matters of the Company as long as these matters do not fall within the authority of the members' general meeting. It puts into effect the decisions of the members' general meeting.
31. The duties of the Board of Management include the following:
- (a) To prepare and consider the budget for the new school year.
 - (b) To secure the necessary financial means for the school and to administer expenditure within the budget.
 - (c) To act in all respects on behalf of the Company.

- (d) To determine the character and structure of the school.
- (e) To approve the rules governing the operation of the School, the duties of the Principal and the implementation of school policies.
- (f) To appoint and discharge the Principal, the academic staff and employees of the School. Local prior decisions regarding the contracts of employment of teachers delegated by the BVA² are taken in co-operation with the Principal, according to the regulations specified. The role of Teacher Members in such matters will be governed by good practice regarding conflict of interest as determined by the Chair. Teacher Members may not vote on matters pertaining to the appointment, discharge or any other matters relating to the terms of employment of delegated teachers.
- (g) To decide on applications for school fee remission, which authority for most cases is delegated to the Chairperson and the Treasurer, in the interest of confidentiality. The Board of Management will not entertain claims for the refund of school tuition fees, except in cases where compassionate grounds exist.
- (h) To decide on the admission of Extraordinary and Honorary Members.
- (i) To decide on the date and venue of the Annual General Meeting and the agenda for this meeting.
- (j) Documents and letters, other than payments, shall be issued on behalf of "Deutsche Schule Dublin Company Limited by Guarantee". Unless otherwise directed by the Board of Management, they require the approval of the Chairperson or Secretary.
- (k) Financial arrangements, not included within the budget, shall not be entered into without the prior consent in writing of the representative of the German Ambassador.
- (l) Adoption of regulations, in co-operation with the relevant German Authorities, relating to the operation and organisation of the School. Such regulations shall reflect the status of the secondary school as a school recognised by the Department of Education and Skills, alongside the status of the entire school as a German School.

² Bundesverwaltungsamt = Central office in charge of German education abroad.

(m)The Board of Management ensures that teachers, pupils and parents have appropriate participation and share of school life according to the regulations applying to the school.

PRINCIPAL AND ACADEMIC STAFF

32. The Principal shall have sight of documents concerning the operation of the school and his/her own position and responsibility and those of other members of the Staff.
33. The contract with the Principal shall be signed by the Chairperson and in the case of appointee from Germany by the ZfA or its authorised representatives, unless delegated by them previously to the Chair.
34. Rights and duties of the Principal especially his/her co-operation on personnel decisions by the Board of Management are laid down in the Contract of Employment, the Education Act 1998, School Regulations and these Articles of Association.
35. An acting Principal shall have all the powers and duties of and shall be guided by the regulations for Principals issued by the relevant German Authorities.
36. Prior notification of outside work must be given to the Board of Management and be approved in writing.

GENERAL MEETINGS

37. The Company shall hold a general meeting within each school year as its annual general meeting at such time and place as may be determined by the Directors and shall specify the meeting as such in the notices calling it provided that every annual general meeting shall be held not more than fifteen months after the holding of the last preceding annual general meeting.
38. All general meetings other than annual general meetings shall be known as extraordinary general meetings.
39. An Extraordinary General Meeting shall be called by the Secretary, either on the instructions of the Board of Management or within 21 days after receipt of a written demand, signed by not less than one fifth of the members, subject to a minimum of thirty members, and stating the proposed Agenda.



St. Kilian's
Deutsche Schule Dublin

The business of an Extraordinary General Meeting shall be limited to those matters for which the meeting is called.

40. If, at any time, there are not sufficient directors capable of acting to form a quorum, any Director of the Company or any member of it 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.
41. The Chairperson shall preside as chairperson at every general meeting of the Company, or if there is no such Chairperson, or if he or she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the directors present shall elect one of their number to be chairperson of the meeting.
42. If at any meeting no director is willing to act as chairperson or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be chairperson of the meeting.
43. The chairperson may, with the consent of any meeting at which a quorum is present and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place. However, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
44. Unless a poll is demanded in accordance with Article 61, at any general meeting:
 - (a) a resolution put to the vote of the meeting shall be decided on a show of hands; and
 - (b) a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
45. Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is

demanded, shall be entitled to a second or casting vote.

46. Subject to section 193 of the Act (as modified by section 1208 of the Act) a resolution in writing signed by all the members of the Company for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed representatives) shall be as valid and effective 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. Any such resolution in writing may consist of several documents in like form each signed by one or more members. It shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and, where the resolution states a date as being the date of his or her signature thereof by any member, this statement shall be prima facie evidence that it was signed by him or her on that date.
47. Decisions of General Meetings are reached by simple majority of those present and voting, provided it is not a decision that requires to be passed by way of special resolution. When a vote results in a tie, the chairperson has a casting vote.

NOTICE OF GENERAL MEETINGS

48. Any meeting of the Company, other than an adjourned meeting, shall be called by not less than 21 days' notice in writing.
49. Notice of a meeting shall be sent by the Secretary to each member, which may be conveyed by hand, by post, by fax or by means of electronic mail to the member's address on file.
50. Where notice of a meeting is given by posting it by ordinary prepaid post to the registered address of a member, then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.
51. Where notice of a meeting is given by electronic mail or fax, then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the sending of the electronic mail or the fax.
52. In determining whether the correct period of notice has been given by a notice of a

meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.

53. The notice of a meeting shall specify:
- (a) the place, date and time of the meeting;
 - (b) the general nature of the business to be transacted at the meeting; and
 - (c) in the case of a proposed special resolution, the text or substance of that proposed special resolution.
54. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.
55. Thirty members shall constitute a quorum at any meeting. If no quorum is reached at an Annual General Meeting, a new Annual General Meeting is to be convened within fourteen days. Such an Annual General Meeting is not dependent on a quorum.

ANNUAL GENERAL MEETING

56. The Annual General Meeting shall:
- (a) Consider the minutes of the preceding Annual General Meeting and of any Extraordinary General Meetings, which have occurred since the last Annual General Meeting. Such minutes are to be approved by the Meeting and signed by the Chairperson. The Minutes shall be open to inspection, at the registered office, by members during normal business hours. Any member is entitled to receive a copy within seven days of requesting it.
 - (b) Consider a report of the Board of Management on school activities in the past school year.
 - (c) Consider a report of the Treasurer and adopt a statement of accounts certified by the Company's Auditor.
 - (d) Consider a report of the Principal of the School.
 - (e) Consider motions submitted by the Board of Management or individual members. Such motions must be submitted in writing to the Secretary not later than fourteen

days before the meeting. The Board of Management can, at its discretion, admit motions, which do not comply with this condition. Motions shall be deemed invalid and may not be considered at a General Meeting if, in the opinion of the Board of Management, their adoption would give rise to a conflict with the current Constitution of the Company.

- (f) Consider and decide on appeals against exclusion in accordance with Clause 11 of these Articles of Association.
- (g) Elect the Parent Members of the Board of Management by means of a ballot among Members present at the AGM.
- (h) Appoint the Auditor.

VOTES OF MEMBERS

- 57. No objection 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 chairperson of the meeting, whose decision shall be final and conclusive.

VOTING ON A POLL

- 58. At a meeting, a poll may be demanded in relation to a matter (whether before or on the declaration of the result of the show of hands in relation to it).
- 59. A demand for a poll may be made by:
 - (a) the chairperson of the meeting;
 - (b) at least three members present in person.
- 60. A demand for such a poll may be withdrawn by the person or persons who have made the demand. Subject to Article 62, if a poll is demanded it shall be taken in such manner as the chairperson of the meeting directs, and the result of the poll shall be deemed to be the resolution, in relation to the matter concerned, of the meeting at which the poll was demanded.

61. A poll demanded with regard to the election of a chairperson or on a question of adjournment shall be taken forthwith.
62. A poll demanded on any other question shall be taken at such time as the chairperson of the meeting directs, and any business other than that on which a poll is demanded may be proceeded with pending the taking of the poll.

DIRECTORS

63. No remuneration shall be payable under any circumstances to any of the Directors in respect of his services as Director. The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.
64. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.
65. The Company shall cause minutes to be entered in books kept for the purpose:-
 - (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the;
 - (c) of all resolutions and proceedings at all meetings of the Company and, of the Directors.

POWERS OF ATTORNEY

66. The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.

DISQUALIFICATION OF DIRECTORS

67. In addition to the circumstances set out in section 148(2) of the Act, the office of Director shall be vacated if a Director ceases to be qualified for the position of charity trustee under section 55 of the Charities Act, 2009.

SECRETARY

68. 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.

SEAL

69. 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
- (a) signed by a Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them; and
 - (b) be countersigned by the Secretary or by a second Director of it or by some other person appointed for the purpose by its Directors or by a foregoing committee of them.

ACCOUNTS

70. The Directors shall cause adequate accounting records to be kept. Adequate accounting records shall be deemed to have been maintained if they comply with Section 282(1) to 282(3) of the Act and explain the Company's transactions and facilitate the preparation of financial statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.
71. The accounting records shall be kept at the registered office or, subject to Section 283 of the Act, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the officers of the Company and by other persons entitled pursuant to the Act.

72. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the financial statements and accounting records of the Company or any of them shall be open to the inspection of its members not being Directors. No member (not being a Director) shall have any right of inspecting any financial statement or accounting record of the Company except as conferred by statute, this Constitution or authorised by the Directors or by the Company in general meeting.
73. The Directors shall in accordance with the Act cause to be prepared and to be laid before the annual general meeting of the Company the statutory financial statements of the Company, the Directors' report in relation to it and the statutory auditor's report on those financial statements and Directors' report as are required by the Act to be prepared and laid before the annual general meeting of the Company.
74. A copy of the statutory financial statements of the Company, the Directors' report in relation to it and that statutory auditor's report on those financial statements and Directors' report shall, not less than twenty one days before the date of the annual general meeting, be sent to every person entitled under Section 338(1) of the Act to receive them.

AUDIT

75. Auditors shall be appointed and their duties regulated in accordance with Chapters 18 and 19 of Part 6 of the Act.

NOTICES

76. A notice may be given by the Company to any member either personally or by sending it by post or electronic means (as defined in section 2(1) of the Act) to the member at his or her registered address or email address (or, if not so registered, then to the address or email address of the member last known to the Company). Section 218(5) of the Act shall apply.

AMENDMENTS TO CONSTITUTION

77. Draft proposals for amendments to the Constitution of the Company shall not be presented by the Board of Management to the meeting of the members for adoption unless they have firstly been approved by the Foreign Office of the Federal Republic of Germany. Such proposed amendments shall be passed at the General Meeting by a

simple majority of votes cast.

78. A quorum of thirty members wishing to amend the Constitution shall forward their proposal to the Board of Management, who shall obtain the consent to the proposal from the aforesaid Foreign Office of the Federal Republic of Germany. Such proposed amendments shall be passed at the General Meeting by way of special resolution.