

COMPANIES ACTS, 1963 TO 2001

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

**MEMORANDUM OF ASSOCIATION
OF
THE HUMANIST ASSOCIATION OF IRELAND LIMITED.**

1. The name of the Company is:

THE HUMANIST ASSOCIATION OF IRELAND LIMITED.

2. The main object for which the Company is established is to advance education and in particular the study of Humanism and the dissemination of knowledge of its principles.

In furtherance of the above main object, the Company shall have the following subsidiary objects:

- To promote the ideals and values of Humanism;
 - To encourage open-minded enquiry into matters relevant to human co-existence and well-being;
 - To support and represent people who seek to live full and responsible lives without religious or superstitious beliefs;
 - To provide ceremonies for weddings, funerals and other occasions for Humanists and other non-religious people through a network of accredited Humanist Officiants;
 - To publish and sell a journal and any other materials to promote Humanism, advertise services and provide a forum for information exchange;
 - To engage in such other social, educational, legal, cultural, and charitable activity as will be useful and beneficial to members of the Humanist Association of Ireland and to the community as a whole.
3. In order for the Company to pursue the foregoing objectives the Company is empowered to do and carry out all such things as are in the opinion of the Directors incidental to or conducive to the attainment of the above main object.
4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof

- shall be paid or transferred directly or indirectly, by way of dividends, bonus or otherwise howsoever by way of profit, to the members of the Company.
5. 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:
 - (i) reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;
 - (ii) interest at a rate not exceeding 5% per annum on money lent by Directors or other members of the Company to the Company;
 - (iii) reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;
 - (iv) reasonable and proper out of pocket expenses incurred by any Director in connection with attendance to any matter affecting the Company.
 6. The liability of the members is limited.
 7. 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 or she is a member or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding €1.
 8. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other charitable institution or institutions having main objects similar to the main object 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 Clauses 4 and 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.
 9. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

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

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