

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

CONSTITUTION

OF

IRISH CYCLING FEDERATION
as amended by special

resolution on [12/11/2016] at

Irish Cycling Federation AGM

MEMORANDUM OF ASSOCIATION

".

1. The name of the Company is "Irish Cycling Federation".
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
3. The main object for which the Company is established is established is to encourage, develop and organise cycling on the island of Ireland including but not exclusively racing and leisure cycling".
4. The following objects are subsidiary to and in furtherance of the main object:
 - a. To establish friendly relations between cyclists, to assist the efforts of individuals and groups and to assist in the formation of new Affiliated Clubs.
 - b. To arrange Irish National Cycling Championships as determined by the Company.
 - c. To prescribe such rules as it may see fit to regulate the sport of cycling.
 - d. To provide for the representation of Ireland at international contests at home or abroad.
 - e. To arrange for the organisation of cycling activities and events of every kind and description.
 - f. To provide facilities for cycling and to encourage the provision of facilities for cycling.
5. Powers: The following powers shall enable the Company to achieve its main object:
 - a. To organise, manage and control and otherwise deal with instruction, training and coaching courses relating to cycling and other similar, related or ancillary subjects of interest.
 - b. To provide charity and leisure cycles, entertainment, leisure and informative activities of every kind and description for members of the Company and their guests including, but not exclusively, bar and restaurant facilities, musical events, dances, lectures, film shows and any other similar or ancillary activity.
 - c. To employ staff to carry out and give effect to all or any of the Company's activities.
 - d. To manufacture, purchase, sell, and deal in cycles, accessories, clothing and all other items and equipment relating to cycling.
 - e. To enter into any business arrangement for the purpose of advancing the Company's objects including any partnership or joint venture with any other person, organisation or Company and to franchise, licence or grant rights over the use or application of any of the Company's assets to third parties including the marketing or promoting of goods, articles or things bearing any logo or other

identifying mark or any endorsement or sign of approval of the Company.

f. To receive from any person or body, monies for the purposes of furthering the objects of the Company.

g. To acquire by purchase, lease, gift, exchange or otherwise any real or personal property of the Company and any rights over or in such property and to hold the same unconditionally or subject to any conditions or restrictions and to sell, exchange or otherwise dispose of any real or personal property of the Company.

h. To acquire in any manner (including acquisition by purchase out of funds of the Company) and hold any lands, buildings and hereditaments and any rights, easements, or interests therein or thereover, and any chattels or other moveable property, which, in the opinion of the directors of the Company may be desirable to hold as investments with a view to provision out of the rents and profits thereof of funds applicable for the maintenance or preservation of any part of the Company's property or for any particular purpose of the Company or for its general purposes.

i. To acquire in any manner (including acquisitions by purchase out of funds of the Company) and hold any investments (being at the time of acquisition of a nature authorised by law for the investments of trust funds, or of a nature authorised by the trust of the funds out of which the same shall be acquired or by the donor of the same) and to apply the income thereof subject to any trust imposed by the donor or otherwise affecting the same for the preservation and maintenance of the property of the Company or any part or parts thereof or for any particular purpose of the Company or any part or parts thereof or for its general purpose.

j. To accept, seek and collect grants, subscriptions and donations by any means whatsoever (whether of real or personal estate) and devises and bequests for any of the purposes aforesaid and to sell and dispose of or (so far as permitted by law) to lease and accept surrenders or leases of and manage all real estates (including leaseholds) so received and not required to be or capable of being occupied for the purpose of the Company and generally to manage, invest and expend all monies and property belonging to the Company.

k. To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise

charged upon all or any of the Company (both present and future) and to purchase, redeem, or pay off any such security.

l. To act *in concert* or make any arrangements with any Department of State, Corporation, Conservancy, Fishery or other Board or Local Authority or Body Public or Private, now or hereafter constituted or with any residents in the neighborhood or property of the Company with reference of the objects aforesaid.

m. To undertake the office of Trustee, Manager, Secretary, Registrar, or any other office or situation of trust in furtherance of the Company's object.

n. To guarantee, support or secure whether by 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 for the performance of the obligations of the Company and the repayment or payment of the principal amounts and interest of any person, firm or Company of the dividends or interest on 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.

o. To carry on any activity or business which may in the opinion of the Directors be advantageously carried on by the Company in pursuance of the main object.

6. The income and property of the Company shall be applied solely towards the promotion of its main object 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 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.

7. The *Liability* of the members is limited.

8. Every member of the Company undertakes to contribute to the Assets of the Company *in the event of the Company 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 the costs, charges and expenses of winding up and for the adjustment of the rights of

the contributories among such amount as may be required not exceeding two Euro (€2).

9. 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 institute having 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 and by virtue of the Income and Property clause hereof, such institution or institutions to be determined by the members of the Company at or before the final dissolution and if and so far as effects cannot be given to this provision then to some other charitable objects. Final accounts will be prepared and submitted to Revenue that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.

10. No addition, alteration or amendment shall be made to the provisions of the main object clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

11. No addition, alteration or amendment shall be made to the objects of the Company, such that there would be non-compliance with the requirements of section 1180(1) of the Companies Act 2014, as provided for in the provisions of this Memorandum of Association for the time being in force unless the same shall have been previously submitted and approved by the Registrar of Companies.

12. Provided that the company shall not support with its funds or endeavor to impose on or procure to be observed by its members or others any regulation or restriction which if an object of the company would make it a Trade Union.

13. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

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

ARTICLES OF ASSOCIATION

DEFINITIONS AND PRELIMINARIES:

The following regulations shall apply to the Company:

In these Articles, unless inconsistent with the subject or context:

"AGM" means the annual general meeting of the Company;

"Act" means the Companies Act 2014;

"Board" means the board of Directors for the time being of the Company;

"Board Member" means a member for the time being of the Board;

"Federation Secretary" means the Board Member elected pursuant to Article 38 or otherwise in accordance with these Articles and having the role as set out in Article 55;

"Clear Days" in relation to the period of a notice, means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is stated to take effect;

"Company" means IRISH CYCLING FEDERATION;

"Company Secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company as set out in Articles 56 and 57 who for the avoidance of doubt shall not be a member of the Board;

"UCI Constitution" means the constitution of the UCI;

"Delegate" means any person duly appointed by an Affiliated Club or a Standing Committee, to represent it as a delegate and vote on behalf of the Affiliated Club or Standing Committee's behalf (as appropriate) at any general meeting of the Company;

"Directors" means the directors for the time being of the Company and includes any person occupying the position of director by whatever name called;

"the office" means the registered office for the time being of the Company;

"Term" means the *time* between three successive Annual General Meetings;

"the Seal" means the common seal of the Company.

"President" means the President of the Company as more particularly described in Article 52;

"Province" A province is any one of the four provinces of Ireland;

"UCI" means the Union Cycliste Internationale;

"Year" means a calendar year other than in the context of elections to any office under these Articles, where "Year" shall mean the period from the conclusion of one Company AGM to the conclusion of the next;

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

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

The masculine includes the feminine, the singular includes the plural and vice versa.

Words importing persons to include corporations.

AS a member of the UCI the Company recognises its obligations to comply with the Regulations of the UCI. In the case of any conflict between these Articles and the Regulations of the UCI the Regulations shall prevail.

The headings and captions included in these Articles are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of these Articles.

MEMBERSHIP OF IRISH CYCLING FEDERATION

1. The Irish Cycling Federation is an association of Affiliated Clubs.
2. For the purpose of registration, the number of Members is declared to be unlimited but shall not be less than 3.
3. The Board may at its sole discretion refuse membership to any applicant or revoke membership from a class as set out in Article 4.
4. There shall be the following classes of membership
 - a. Affiliated Clubs
 - b. Club Members;
 - c. Honorary Members;
 - d. Un-attached Members.
5. Every Member must comply with the following conditions of membership:
 - a. that he agrees to be bound by the terms of the Memorandum and Articles of Association of the Company;
 - b. that he agrees to be bound by any other conditions as may be set by the Board on his category of membership from time to time, subject to the Act; and
 - c. that he agrees to comply with the rules, bye-laws and standing orders of the Company from time to time.

AFFILIATED CLUBS

6. An **Affiliated Club** - Any club constituted to promote and develop the activity of cycling and is in accordance with the bye laws of the Company may be admitted to membership of the Company. A club wishing to be affiliated to the Company, shall pay an annual subscription determined by the Annual General Meeting from time to time.
7. Affiliated Clubs shall have the following rights:
 - a. the right to notice of, and to attend at, general meetings of the Company;
 - b. the right to nominate Delegates in accordance with the provisions of Article 34 to attend general meetings of the Company. Such Delegates shall have the right to speak and the right to vote at general meetings.

CLUB MEMBERS

8. A **Club Member** is a private individual being a member of an Affiliated Club who, wishing to be affiliated to the Company shall pay an annual subscription determined by the Annual General Meeting from time to time.
9. Club members shall have the right to attend and at the discretion of the chair to speak at, general meetings of the Company but not the right to vote at general meetings.

HONORARY MEMBERS

10. An **Honorary Member** - a person whom the Company may wish to honour for distinguished service in the cause of cycling may be appointed by the Board of the Company as an Honorary Member provided that there shall not be more than twenty such at any one time. An Honorary member is appointed for life or until he resigns, retires or is removed as hereinafter provided.
11. Honorary Members shall have the right to attend and at the discretion of the chair to speak at, general meetings of the Company but shall not form part of the quorum or have the right to vote.

UN-ATTACHED MEMBERS

12. An **Un-Attached Member** - a private individual not being a member of an Affiliated Club who, wishing to be affiliated to the Company, shall pay an annual subscription determined by the Annual General Meeting from time to time.
13. Un-Attached Members shall have the right to attend at general meetings of the Company but not the right to vote. At the discretion of the Chair an Un-Attached Member may speak at general meetings.

EXCLUSION FROM MEMBERSHIP

14. a. Except for an offence under anti-doping regulations any member may be expelled from membership of the Company, and individuals may be refused access to becoming a member of the Company by a resolution of the Board passed by a majority of not less than three-quarters of those present when voting at a meeting of which not less than twenty-one days' notice specifying the intention to propose such resolution on the grounds therein shall have been sent to the member concerned

as well as to all the members of the Board at which the member concerned shall have been given the opportunity to be heard.

b. Expulsion of members and appeals against such expulsions, for breaches of anti-doping regulations, shall be in accordance with the anti-doping regulations in force at the time the offence was discovered.

15. An appeal against the resolution of the Board under Article 14 a., or an appeal against any other resolution of the Board, may be made by the member concerned in accordance with the disciplinary regulations in the company's technical regulations at the time the offence was discovered.

16. Any member expelled under the provisions of the foregoing Articles shall forthwith forfeit all the privileges of membership and shall continue to be liable for any subscription due to have been paid prior to the date of expulsion or for any other obligation incurred before that date.

17. The rights of any member shall not be transferable and shall cease:

a. On the demise of a member or on the cessation of an Affiliated Club. Cessation is defined as per Articles 17b or 17c hereof or failure to hold an Annual General Meeting within a fifteen month period;

b. If a member (other than an Honorary Member) shall fail to pay any subscription due from him on or before the 31st day of January in any year with the exception of members in categories of membership which have been deemed by the Board to have a different date on which annual subscriptions shall become due and payable;

c. On being expelled by a resolution of the Board under Article 14 a. hereof. Cessation of membership shall not be effective until the time limits and further conditions for an appeal as laid out in Article 15 are complied with.

SUSPENSION

18. The Board shall have the power at any time on its own motion or at the request of one of its Standing Committees, to suspend any member from admission to the premises of the Company, to premises under the control of or operated by an Affiliated Club, and from the enjoyment of the facilities of the Company, or the enjoyment of facilities under the control or operation of an Affiliated Club for a stated

period for any act, or words or comments spoken or otherwise published, which may bring the sport of cycling into disrepute or for any act of misconduct or inappropriate conduct deemed by the Board to be inappropriate to a member of the Company committed on any premises of the Company, any premises operated by or under the control of an Affiliated Club or its environs or at any cycling event or activity.

19. Suspension of members and appeals against such suspensions, for breaches of anti-doping regulations, shall be in accordance with the anti-doping regulations in force at the time the offence was discovered.
20. An appeal, against the resolution of the Board under Article 18, may be made by the member concerned in accordance with the disciplinary regulations in force at the time the offence was discovered.

SUBSCRIPTIONS

21. The amounts of annual membership subscriptions shall be decided by vote at the Annual General Meeting of the Company on the recommendation of the Board. In the event of the said Board's recommendation not being accepted, the annual members' subscriptions shall remain as in the previous year or they shall be increased by that amount which was passed by way of an amendment to the motion of the Board by a majority of the members entitled to vote at the Annual General Meeting.
22. Any person who is admitted to membership in November or December of any year shall be liable only to pay the annual subscription for the succeeding calendar year.
23. Annual subscriptions for membership shall become due and payable on the 31st Day of January in each year except for categories of membership deemed by the Board to have a different date on which annual subscriptions shall become due and payable.
24. If a member has not paid his subscription by the 31st of January in any year or in accordance with the provisions of Article 23, he ceases to be a member unless he can show good reason for his default. The Board of the Company shall have the sole and final discretion in deciding if a reason shown by a member shall be deemed to be a "good reason".

GENERAL MEETINGS

25. General Meetings
 - a. A General Meeting of the Company shall be held in every calendar year not later than the 30th of November at such

a place as the Board shall determine. Affiliated Clubs, Provincial Executives (as defined in Article 63) and Commissions (as defined in Article 63) must be given notice of the date and place of such a meeting and the business to be transacted thereat. Such meetings shall be called Annual General Meetings and all other general meetings shall be called Extraordinary General Meetings.

b. At all General Meetings:

- i. Delegates from 5% of the Company's Affiliated Clubs present and entitled to vote shall be a quorum.
- ii. Affiliated Clubs registered with the Company for at least six months prior to the date on which the General Meeting is due to take place shall be entitled to vote in accordance with the provisions of Article 34. However, in the event that a General Meeting is held in the months of June, July or August in any year, Affiliated Clubs registered with the Company for at least three months prior to the date on which the General Meeting is due to take place shall be entitled to vote in accordance with the provisions of Article 34.
- iii. There shall be no voting by proxy.
- iv. The Chair (as defined in Article 33b) shall have a casting vote in addition to his right to vote as a Board Member as per Article 34.

26. The business of the Annual General Meeting shall be:

- a. To consider the minutes of the previous Annual General Meeting or any EGM held in the interim period.
- b. To receive and consider the Board' Report annexed to the annual accounts of the Company.
- c. To receive and consider the certified audited financial statements of the Company for the previous year.
- d. To elect members of the Board, subject to the terms of articles 37, 38, 39, 40, 41 and 42.
- e. To fix the rate of annual membership fees for members for the following calendar year.
- f. To appoint Auditors to the Company for the following year.
- g. To transact or to discuss any general business of the Company. Notice, in writing, of motions for discussion

shall have been deposited to the registered office of the company addressed to the Company Secretary in accordance with the provisions of Article 27.

27. Upon deciding on a date for the holding of an AGM in any year, the following procedure shall apply:
 - a. 90 Clear Days in advance of the date for holding the AGM the Company Secretary will send a preliminary notice to Affiliated Clubs and to the Standing Committees that the date has been set for the AGM and the date shall be specified in that preliminary notice. This notice shall invite from Affiliated Clubs and Standing Committees motions in the format prescribed by the Board (the **Prescribed Motion(s) Form**) for the AGM and nominations in the prescribed nominations form (the **Prescribed Nomination(s) Form**) for individuals seeking to stand for election to the Board. The Board shall also be entitled to submit motions in the Prescribed Form for the AGM;
 - b. any motion in the Prescribed Motion(s) form or nomination in the Prescribed Nomination(s) Form as invited pursuant to Article 27a shall be notified to the Company Secretary in writing not less than 50 Clear Days before the date for holding of the AGM (the **Prescribed Time**). Each such motion in the Prescribed Motion(s) Form notified to the Company Secretary within the Prescribed Time will deal with one subject only;
 - c. the Board shall then establish a Steering Committee (the **Steering Committee**) which shall review all motions in the Prescribed Motion(s) Form received by the Company Secretary within the Prescribed Time. The Steering Committee will be entitled up until 35 Clear Days before the AGM date to liaise with Affiliated Clubs or Standing Committees (the **Proposers** who have submitted any motions which the Steering Committee deem to be unclear or ambiguous (**Ambiguous Motions**)). The Steering Committee will endeavour to clarify the content of all Ambiguous Motions in consultation with the Proposers of such Ambiguous Motions so that clear and understandable motions are capable of being presented and voted on at the AGM;
 - d. the Board and the Company Secretary shall then arrange for the final AGM agenda to be prepared and furnished to each member entitled to receipt of notice in accordance with these Articles not later than 21 Clear Days before the date fixed for holding the AGM.
28. The Board may convene an Extraordinary General Meeting at such time and place and for such purpose as it thinks fit. The Board shall convene an Extraordinary General Meeting within twenty-one Clear Days of the deposit of a requisition pursuant to the provisions of Section 178(1), 178(3) and 1203 of the Act and the provisions of that Section shall

apply to this Article. The requisition shall state the purpose for which the meeting is being convened which may be for any purpose except for the transaction of business reserved to the Annual General Meeting. The *requisition* shall be signed by any two of the following officers, the Chair, the Federation Secretary or the Treasurer of the Affiliated Clubs, on the instruction of the Affiliated Clubs, and shall represent a combined total of not less than 10% of the Affiliated Clubs.

Notice of General Meetings

29. Subject to section 181 of the Act and Article 27 above, the Company shall give the Members 21 Clear Days notice in writing of the AGM, and the Company shall give 21 Clear Days notice in writing of an extraordinary general meeting at which it is intended to pass a special resolution(s). All other extraordinary general meetings shall be convened by the Company giving 14 Clear Days notice thereof. The agenda for an extraordinary general meeting shall be sent out with the notice therefore and shall specify the general nature of the business of such meeting. The date of receipt of the notice shall be deemed to be two working days following posting or delivery thereof and this date shall commence the notice period but shall exclude the day of the meeting. An extraordinary general meeting may be convened immediately following the Annual General Meeting by giving the notice in the manner specified above or where three quarters of those members present and entitled to vote pass a resolution to hold such a meeting.
30. Each notice of a general meeting shall specify the date, hour and place at which it is intended to hold the said meeting. Notice of a general meeting will be sent in accordance with Article 78.
31. The Annual General Meeting will be held on a rotational basis across the four provinces.
32. The accidental omission to give notice or the non-receipt of such a notice specified above to a Member entitled to be present and voting at a general meeting shall not in itself invalidate the proceedings at a general meeting.

PROCEEDINGS AT GENERAL MEETINGS¹

33. Conduct of the meeting
 - a. No business shall be transacted at any general meeting
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unless:

a quorum (as defined in Article 25b.i.) be present when the meeting proceeds to business. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened on the requisition of members of the Company shall be dissolved. In any other case, if a quorum as above defined be not present within forty five minutes from the time appointed for holding a meeting, the members present shall be a quorum.

b. The President or failing him a Vice President shall preside as Chair, ("the Chair") at every General Meeting of the Company.

c. If at any meeting, either the President or a Vice President is not present within fifteen minutes after the time appointed for holding the meeting or if none of them are willing to act as Chair, the members present shall choose one of their number to be Chair.

d. The Chair may with the consent at any meeting at which a quorum is present during the meeting adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

e. If at such adjourned meeting a quorum be not present, those members entitled to vote and being present shall be deemed to be a quorum and may do all the business which a full quorum might have done.

f. Voting on a poll:

i. At any General Meeting every question shall be decided in the first instance by a majority of votes or a show of hands unless a poll be demanded.

ii. At any General Meeting a motion put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded -

a. by the Chair; or

b. by at least three members present in person and eligible to vote;

iii. Unless a poll is so demanded, a declaration by the Chair that the resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost, 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.

- iv. The demand for a poll may be withdrawn.
- v. Except as provided in paragraph vi hereof if a poll is duly demanded it shall be taken in such manner as the Chair directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- vi. Where there is an equality of votes, whether on a show of hands or on a poll the Chair of the meeting in which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.
- vii. The poll, demanded on the election of a Chair, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chair of the meeting directs, any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

VOTING AT GENERAL MEETINGS

34. Affiliated Clubs, compliant with Article 25b.ii. hereof having:
- a) 6 - 19 members shall be entitled to have two Delegates attend at any General Meeting of the Company;
 - b) between 20 and 49 members shall be entitled to have 3 Delegates attend at any General Meeting of the Company;
 - c) between 50 and 99 members shall be entitled to have 4 Delegates attend at any General Meeting of the Company;
 - d) having 100 members or more shall be entitled to have 4 Delegates and 1 extra Delegate for every 100 members after that attend at any General Meeting of the Company.

All nominated Delegates who for the avoidance of doubt cannot be employees of the Company or Board Members must present themselves to the Company Secretary or persons appointed by the Company Secretary and advise the Company Secretary or the person so appointed which Affiliated Club or Standing Committee they are representing at that General Meeting, prior to the commencement of that General Meeting.

In addition every member of the Board shall have a single vote at General Meetings of the Company.

Furthermore, any Standing Committee established by the Board pursuant to Article 63 shall be entitled to have two Delegates attend at any General Meeting of the Company.

Pursuant to Article 25bii each Delegate may only cast one vote for his Affiliated Club (of which he must be a member) or Standing Committee.

In addition, those casting votes must be at least 18 years old as at the date of the General Meeting.

35. No Affiliated Club shall be entitled to vote at any General Meeting unless all monies immediately payable by it to the Company have been paid or are the subject of an appeal made in writing within twenty-one days of the imposition of the penalty.
36. No objection should be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered. Every vote not disallowed at such a meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chair of the meeting whose decision shall be final and conclusive.

THE BOARD

37.
 - a) The Company shall be governed by the Board, who will exercise the powers not reserved to General Meetings. The Board shall comprise of up to ten persons, six of whom shall be elected as per articles 44 and 45 hereof and who will be members.
 - b) The Board will have the power to co-opt up to four persons with *specialist* business skills (the **Appointed Directors**), such persons may be re-appointed on a recommendation of the Board and with the agreement of the next Annual General Meeting.
 - c) Any *Board Member* appointed as an Appointed Director may be removed as a Board Member by a resolution to this effect passed by the Board. Any Board Member appointed under the category of Appointed Director shall not be entitled to vote on any such resolution for the removal as a Board Member of a person of that category.

d) The Board should ensure to the greatest possible extent that at all times one of the Board Members is female.

38. There shall be three executive posts (**Executive Posts**) namely, President, Treasurer and Federation Secretary. The other members of the Board shall be Board Members without executive post.

39. Persons whom it is intended putting forward for election to the executive posts of President, Federation Secretary or Treasurer shall be nominated as standing for election for each such respective post. The President, Board Secretary and Treasurer shall be elected by the Annual General Meeting to fill each of those posts respectively and the other Board Members not holding executive posts shall also be elected, for a term, from time to time by the Annual General Meeting.

40. A Board Member may not apply for employment with the Company. No person shall become a Board Member of the Company who has been an employee of the Company within three years of seeking to be appointed as a Board Member.

41. Subject to the provisions of Article 42, a person appointed to the Board shall occupy that position for a Term or until he shall resign or cease to be a Board Member.

42. The maximum number of consecutive Terms a Board member (and for the avoidance of doubt this includes the Appointed Directors) may serve is three. An exception which applies to this maximum number of consecutive Terms served by a Board Member, is in circumstances where there are no candidates nominated for the post of Treasurer or Federation Secretary in accordance with article 38 when they have reached their maximum number of consecutive Terms. In this case a vote shall be taken at the Annual General Meeting at which the relevant Board Member should retire to decide on whether or not to grant the Board Member in question one additional consecutive Term, if he so desires. If the relevant Board Member chooses not to serve for that additional Term then nominations for the relevant Board Member position may be sought from the delegates attending the Annual General Meeting.

43.

a. The Board shall manage the business of the Company in accordance with the powers delegated to it under Article 50 hereof.

b. The Board will select from its number two persons to act as Vice Presidents.

44. At each Annual General Meeting of the Company at least

50% of the Board Members shall retire by rotation. The persons who shall retire shall be those who have served a Term. If the appropriate number cannot be decided in this manner or some other manner the person or persons to retire shall be drawn by lots among the Board Members, so, however, that at no Annual General Meeting shall all three holders of the Executive Posts retire. For the avoidance of doubt however, the provisions of this Article 44 shall not apply to the Appointed Directors.

45. No valid nomination made in accordance with the provisions of Article 27 may be withdrawn without the written consent of the person nominated for the position to be filled. In the event of there being no nominations or an insufficient number of nominations for the positions to be filled, candidates may be proposed and seconded at the Annual General Meeting.
46. In the event of a casual vacancy occurring on the Board the Board may co-opt a member to fill such a vacancy. A person so co-opted shall serve for the remaining Term of the person they replace.
47. The Board shall meet at least once every three months and Board meetings shall be called in accordance with the standing orders for the Board. Questions arising at the meeting shall be decided by a majority of votes. The Chair shall have a casting vote in the event of a tie. A meeting shall be convened at any time on the requisition of three members of the Board.
48. The quorum for meetings of the Board shall be 50% of the Board Members plus one additional Board Member, provided always that this number is no less than four Board Members at any given time.
49. Any Board Member may participate in a meeting of the Board by means of conference telephone or other telecommunications equipment whereby all persons participating in the meeting can hear each other speak. Participation in a meeting in this manner shall be deemed to constitute persons in person at such meeting.
50. The continuing members of the Board may act, notwithstanding any vacancy in their number. However if and for so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of members, the continuing members or member may act for the purpose of increasing the number of members to that number, or if summoning a General Meeting of the Company but for no other purpose.
51. The President or failing him, a Vice President, shall preside as Chair (the "**Chair**") at any meeting of the Board and if

none of such persons is present within fifteen minutes after the time appointed for the holding of the meeting or if such person is unwilling to act, the Board Members present shall elect one of their number to be Chair of their meeting.

THE PRESIDENT

52. The duties of the President shall include (but not be limited to) liaising with the Chief Executive Officer on the day-to-day management of the Company and with the Chief Executive Officer, the Federation Secretary and any relevant committees on other matters as appropriate.

THE VICE PRESIDENTS

53. The Vice Presidents shall be persons with the necessary qualities and management skills and with the necessary dedication to the pursuance of the objects of the Company to assist the President in his duties and to act as a substitute for the President when he is unavailable to perform the duties of the President for whatever reason.

THE TREASURER

54. Subject to the duties of the Board and to the provisions of the Act, the Treasurer shall be a person with such accounting expertise as satisfying criteria as determined by the Board, who shall monitor all income and expenditure of the Company, bank statements, accruals and prepayments, funding, investments and loans, the financial records of the Company, budget preparation and reporting and shall make a report at meetings of the Board and/or the Company and Company AGMs where appropriate on all financial matters of the Company.

THE FEDERATION SECRETARY

55. The Federation Secretary shall be a person with the necessary organisational skills and knowledge to act as Federation Secretary. The Federation Secretary's duties should assist with issuing notices and agenda of all meetings of the Board and of the Company within the appropriate time limits, recording minutes of all meetings of the Board and of the Company, attending to correspondence as Federation Secretary of the Company on behalf of the Board, carrying out all such other administrative and management duties as the office of the Federation Secretary requires from time to time, and any other duties assigned to the Federation Secretary from time to time.

THE COMPANY SECRETARY

56. The Company Secretary shall be a person with the necessary organisational skills to act as Company Secretary. The Company Secretary's duties shall include keeping the register

of Members up to date, keeping the statutory registers, books and records of the Company up to date, and making all statutory filings on behalf of the Company to the necessary authorities.

57. The Company Secretary shall be appointed by the Board from time to time for such term and upon such conditions as the Board thinks fit. Any Company Secretary so appointed may be removed by the Board at any time and the Company Secretary may resign from his or her position on giving notice in writing to the Board.

CHIEF EXECUTIVE OFFICER ("CEO")

58. The Chief Executive Officer shall be employed or engaged by the Company on terms and conditions to be approved by the Board for such time, at such remuneration and upon such conditions as they may think fit, and any Chief Executive Officer so appointed may be removed by the Board subject to compliance with the appropriate employment laws.
- 59.
60. The Chief Executive Officer shall be responsible for the day to day running of the Company subject to the provisions of the Act and shall report to the Board accordingly at its meetings and shall liaise with the President between Board meetings.

BORROWING POWERS

61. The Board may exercise all the powers of the Company to borrow money, and to mortgage, or change its undertaking and property or any part thereof and to issue debentures, debenture stock or other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF THE BOARD

62. The business of the Company shall be managed by the Board which may exercise all such powers of the Company as are not by the Act or by the Articles required to be exercised by the Company in General Meetings, subject, nevertheless, to the provisions of the Act and of these Articles and to such directions, not being inconsistent with the aforesaid provisions, as may be given by the Company in General Meetings.
63. The Board may establish such Sub-committees ("**Sub-Committee(s)**") as it deems appropriate. Sub-Committees will be designated by the Board as either Standing Committees ("**Standing Committees**") (e.g., Provincial Executives, Commissions and College of Commissaires), Board Committees ("**Board Committees**") which shall be ongoing committees relating to the work of the Board, or Ad-hoc Committees ("**Ad-Hoc**") Committees which will be short-term, task-focused in

nature. All committees will be subject to the bye-laws as approved by the Board for the operation of the relevant type of Sub-Committee. The Board shall have the power to dissolve and/or suspend the activities of any Sub-Committee for stated reasons. No staff of the Company or Board Member shall be a member of any Standing-Committee, however, Board Members shall by prior agreement of the chairperson of the relevant Standing Committee be entitled to attend meetings of the Standing-Committees and to speak at those meetings but not to form part of the quorum or vote at those meetings. Any Board Member who at the time of adoption of this Constitution, is also a member of a Standing Committee, shall, stand down from one of these positions, either his position as a Board Member, or his position as a member of a Standing Committee when the first of these two posts become due for re-election.

64. Membership of Standing Committees is limited to members of the Company. No person can be a full member (i.e., having voting rights and counting towards the quorum of the relevant Standing Committee) of more than two Standing Committees at any time and no person shall hold the positions of either Chair, Secretary or Treasurer of more than one standing Sub-Committee at any time.
65. No direction given by the Company in General Meetings shall invalidate any prior act of the Board which would have been valid if that direction had not been given.
66. The Board may appoint and remunerate staff as it considers necessary.
67. The Board may, from time to time and at any time, by Power of Attorney appoint any Company, firm, person or body of persons, whether nominated directly or indirectly by the Board to be the Attorney or Attorneys of the Company for such purposes and with such power, authorities and discretions (not exceeding those vested or exercisable by the Board under these Articles) and. for such period and subject to such conditions as they may think fit and any such Powers of Attorney may contain such provisions for the protection and the convenience of persons dealing with any such Attorney as the Board may think fit and may also authorise any such Attorney to delegate all or any of the powers, authorities and discretions vested in him.
68. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be drawn, signed, accepted, endorsed or otherwise executed as the case may be, by such person or persons and in such a manner as the Board may from time, by resolution, determine.

69. The Board shall cause Minutes to be kept in books provided for that purpose of all business transacted at meetings of the Board including, but not exclusively:
- i. The names of members of the Board present at each meeting of the Board and of Sub-Committees of the Board.
 - ii. Of all resolutions and proceedings at all meetings of the Company and of the Board and of Sub-Committees of the Board.
 - iii. Of all uses of the Common Seal.
70. A resolution in writing, agreed in writing by a majority of the Board, shall be as valid as if it had been passed at a meeting of the Board duly convened.
71. No member of the Board shall be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise nor shall any such contract or arrangement entered into by, or on behalf of the firm or Company in which any Member of the Board shall be in any way interested, be thereby voided. Any member of the Board shall be liable to account to the Company for the profits arising from any such office or profit realised by any such contract or arrangement by reason only of such member of the Board holding that office or of the contractual relations thereby established. The nature of such interest must be disclosed by him at the meeting of the Board at which the contract or arrangement is first taken into consideration if his interests then exist. If a member of the Board becomes interested in a contract or arrangement after it is made or entered into, the disclosure of his interest should be made at the first meeting of the Board, held after he has become so interested. Any member of the Board may not vote in respect of any contract or arrangement in which he is so interested as aforesaid.

DISQUALIFICATION OF MEMBERS FROM THE BOARD

72. No person may hold or continue to hold a position on the Board if he:
- i. Is adjudged bankrupt or makes any arrangement or composition with his creditors generally, or
 - ii. Becomes prohibited from being a member of the Board by reason of any order made under Section 839 of the Act or

- iii. Becomes of unsound mind or
- iv. Resigns his office by notice in writing to the Board or
- v. Is convicted of an indictable offence other than an offence under the Road Traffic Acts unless the Board otherwise determines.
- vi. If he is appointed to a position of employment within the Company.
- vii. The Board may remove a Board Member who has missed three consecutive Board Meetings.

THE SEAL

73. The Seal shall be used only by the authority of the Board. Every instrument to which the Seal shall be affixed must be signed by the President and it must be countersigned by the Company Secretary or by a second member of the Board or by some other person appointed by the Board for that purpose.

ACCOUNTS

74. The Board shall cause proper books of account to be kept relating to:
- i. All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.
 - ii. All sales and purchases of goods by the Company.
 - iii. The assets and liabilities of the Company.

Such books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

- a. That the books of accounts shall be kept at the office or subject to the Act, at such other place as the Board think fit and shall at all reasonable times be open to the inspection of the Board.
- b. The Board shall, from time to time determine whether and to what extent and at what time and place and on what conditions the accounts and books of the Company or any of them should be open to inspection by members, not being members of the Board and no member not being a member of the Board shall have any right of

inspection of any account or book or document of The Company except as conferred by statute as authorised by members of the Board or by the Company in General Meeting.

- c. The members of the Board shall from time to time, in accordance with the Act cause to be prepared and be laid before the Annual General Meeting of the Company such profit and loss accounts, balance sheet, group accounts and reports as are required by the Sections to be prepared and laid before the Annual General Meeting of the Company.
- d. A copy of any balance sheet, including every document required by law to be annexed thereto, is to be laid before the Annual General Meeting of The Company together with a copy of the Directors' Report and Auditor's Report and shall, not less than 21 days before the date of the Annual General Meeting, be sent to every person entitled under the provisions of the Act to receive them.
- e. A copy of the Auditor's Annual Accounts shall be made available to the Revenue Commissioners on request.

AUDITORS

- 75. Auditors shall be appointed and duties regulated in accordance with the Act.

BYE-LAWS

- 76. The Board shall have the power to make, alter and revoke Bye-Laws for regulating the affairs of the Company and such Bye-laws shall be binding on every member of the Company².
- 77. If any Bye-law of the Board is unclear or open to doubt, the Board shall have power to put such reasonable construction or interpretation on such Bye-law as they may determine and such determination shall be final and binding on all members.

NOTICES

- 78. Notice may be served by the Company upon any member, Affiliated Club, any Sub-Committee either personally or by
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sending through the post in a prepaid envelope or other means of electronic communication addressed to such member at his registered place of address. Any notice sent by post shall be deemed to have been served on the date following that on which the envelope or wrapper containing the same is posted provided such service should be sufficient to prove that the envelope or wrapper containing the notice is properly addressed and posted. A certificate in writing signed by the Company Secretary or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted should be sufficient evidence thereof.

79. No member other than a member entitled to vote at a meeting shall be entitled to receive notice of any meeting of the Company.

INDEMNITY

80. Every member of the Board or other Officer of the Company, or any of the officers of other such Sub-Committees as approved by the Company provided they are acting in accordance with the law and in good faith, shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities including any such liabilities as are mentioned in paragraph (3) of the provision in Section 235 of the Act which may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto and no member of the Board or other officer shall be liable for any loss, damage or misfortune which may happen or be incurred by the Company in the execution of the duties of his office or in relation thereto. This Article shall only have effect in so far as the provisions are not avoided by the Act.

DISPUTE RESOLUTION

81.
 - a. Subject to all internal avenues of appeal having been exhausted, this Article shall apply to any dispute or difference arising out of, in connection with or under these Articles of Association or any rules, bye-laws, codes, policies or equivalent of the Company. This shall include without limitation any dispute arising out of, under or in connection with the legality of

any decision made or procedure used by the Company or any part of it.

- b. Each such dispute or difference shall be referred to Just Sport Ireland (JSI) for final and binding arbitration by a single arbitrator in accordance with the JSI Arbitration Rules and in accordance with the Arbitration Act 2010 as amended.
- c. This Article shall also apply to every Member. Each such Member is bound to refer any dispute or difference which remains unresolved after all internal avenues of appeal have been exhausted to JSI arbitration in accordance with sub-article 81b above.
- d. The provisions of this Article shall apply notwithstanding any other provision to the contrary contained within these Articles of Association and/or any other rules, bye-laws, codes, policies or equivalent of the Company from time to time. This Article applies notwithstanding the level within the Company that any such dispute or difference occurs in the first instance.
- e. The effect of this Article is to prohibit any party to such dispute or difference from commencing legal proceedings before the Courts.