

CONSTITUTION
of
THE IRISH AMATEUR WEIGHTLIFTING ASSOCIATION
MEMORANDUM OF ASSOCIATION

1 The name of the Company is the Irish Amateur Weightlifting Association of Ireland (the “**Company**”).

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

3 **Objects**

3.1 Main Object

3.1.1 The principal objects for which the Company is established are:-

- (a) to carry on the business of running the national governing body for the sport of weightlifting within Ireland, and to carry on all activities in relation to same;
- (b) to promote the practice and sport of Weightlifting, all types of physical training and development all other athletic sports, games and exercises of every description, outdoor and indoor and any other games, sports and recreation of every description, to ensure fair play and equality among the membership of the Company at all levels, and develop the sport across Ireland.

4 **Powers**

4.1 In furtherance exclusively of fulfilling the foregoing principal object and so that any income generated therefrom is to be applied for the principal objects only, the Company may exercise the following powers:

- 4.1.1 to raise funds and help raise funds for any charitable purpose;
- 4.1.2 to act as consultant or adviser to any person or body in relation to the sport of weightlifting, weightlifting for sport and training related to these activities;
- 4.1.3 to promote, develop and further the principal object of the Company by conferences, seminars, coaching courses, competitions, public or private meetings, discussions, publications, conducting studies and surveys and any other means as may be deemed desirable or necessary;
- 4.1.4 to promote, establish, co-operate with, become a member of, any charitable association, not for profit organisation, institution or body whatsoever and whether established or incorporated in Ireland or elsewhere having objects or purposes wholly or partially similar to those of the Company;
- 4.1.5 to advertise and make known the Company and its principal object, purposes and aims by such means as may be deemed expedient, and to solicit, receive and hold donations, subscriptions, gifts and bequests of all kinds;

- 4.1.6 to invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law or by any funding organisation, and the doing of all such other things as are incidental or conducive to the attainment of the foregoing principal object. Prior permission to be obtained from the Revenue Commissioners where it is intended to accumulate funds for a period in excess of two (2) years;
- 4.1.7 to take over, purchase, lease, exchange, hire or otherwise acquire any real, leasehold or personal property and to sell or dispose of the undertaking or to otherwise deal with any property of the Company or any part thereof for such consideration as the Company may think fit, to lease, mortgage, exchange, develop, enfranchise, turn to account or otherwise deal with all or any of the property and rights of the Company;
- 4.1.8 to receive grants, donations, contributions, subscriptions and generally to manage, invest, develop and expend all properties and money belonging to the Company;
- 4.1.9 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's property, both present and future, and to purchase, redeem and pay off such securities provided that such borrowings or security are effected for the purpose of advancing the foregoing principal object of the Company;
- 4.1.10 to act as trustees of any property, real or personal, for any purpose that may seem conducive to the furtherance of the principal object of the Company and to undertake and administer any charitable trust;
- 4.1.11 to guarantee the performance of contracts or obligations and the repayment of moneys borrowed by the Company or any other person or body of persons having a principal object similar to that of the Company;
- 4.1.12 to engage in any kind of publicity for the purpose of fostering the principal object of the Company and to print, publish and distribute and arrange for the printing, publication and distribution of any literature, newspapers, periodicals, books or leaflets as the Company may think fit;
- 4.1.13 to apply for or obtain any order or to promote any statute to enable the Company to carry its objects into effect, or for any other purpose it may deem expedient;
- 4.1.14 to promote, commence or oppose any proceedings or applications which may seem calculated, directly or indirectly, to advance, appertain to or prejudice the interests of the Company;
- 4.1.15 to employ such personnel as the Company may think desirable or necessary for the furtherance of its principal object;
- 4.1.16 to open, maintain, operate and close an account or accounts with a bank or banks or similar financial institutions and to draw, make, accept, endorse or issue promissory notes and other negotiable instruments;

- 4.1.17 subject to the provisions of paragraph 7 of this Memorandum, to remunerate any person, firm or company rendering services to the Company;
- 4.1.18 to pay all or any expenses incurred in connection with the formation, the promotion or incorporation of the Company, or to contract with any person, firm, body or company to pay the same;
- 4.1.19 to enter into any arrangements with any government or authority, supreme, municipal, local or otherwise or any corporation, company or , person, association or other body, that may seem to be in furtherance of the Company's principal object;
- 4.1.20 to grant pension, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and provided that such occupational pension scheme has been operated by the Company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the occupational pension scheme while employed by the company; and to make payment towards insurance and to form and contribute to provident and benefit funds of the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects;
- 4.1.21 to acquire and become registered proprietors of copyrights and trademarks and any other form of intellectual property, being incidental or conducive to the attainment of the foregoing principal object of the Company;
- 4.1.22 to do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, or agents or otherwise and either alone or in conjunction with others;
- 4.1.23 to do all such other lawful things and to exercise all other powers as are incidental to or are considered by the Company to be desirable or conducive to the attainment of the foregoing principal object of the Company insofar as they may be done by a person or persons established for charitable purposes and not otherwise;
- 4.1.24 provided that the Company shall not support with its funds or endeavour 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.

5 Limited Liability clause

The liability of the Members is limited.

6 Guarantee clause

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 being a Member, for payment of the debt 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.

7 Application of the Company's income and property

The income and property of the Company shall be applied solely towards the promotion of the main objects of the Company as set forth in this Memorandum of Association. No portion of the Company's income or property shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Company. However nothing shall prevent any payment, in good faith, by the Company of:

- 7.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services actually rendered to the Company;
- 7.2 interest at a rate not exceeding five per cent. per annum (5%) on money lent by Directors or other Members of the Company to the Company; or
- 7.3 reasonable and proper rent for premises demised or let by any Member of the Company (including any Director) to the Company.

No member of the company's Executive Board, council of management, or executive committee, by whatever title called, shall be appointed to any salaried office of the company or to any office of the company paid by fees. No remuneration or other benefit in money or money's worth shall be given by the company to any member of such Executive Board, council or committee, other than:

- 7.4 the repayment of out-of-pocket expenses, or
- 7.5 interest at five per cent per annum (5%) on money lent to the Company, or
- 7.6 reasonable and proper rent for premises demised or let to the Company, or
- 7.7 a payment to a company of which a member of the Executive Board, council or committee may be a member holding not more than one per cent of the capital of that company, such member not to be bound to account for any share of profits he may receive in respect of such a payment.

8 Winding Up

If upon the winding up or dissolution of the Company there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall not be paid or distributed among the Members of the Company, but shall be given or transferred to some other institution or institutions having main objects similar to the main object(s) of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent that at least as great as is imposed on the Company under or by virtue of paragraph 7 of this Memorandum (Application of income and property) 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 provisions, then to some charitable object.

9 Restrictions on amendment to Memorandum and Articles of Association

- 9.1 No addition, alteration or amendments of any kind shall be made to the main objects and/or the clauses concerning the application of income and property of the Memorandum of Association for the time being in force unless the same shall have been previously submitted to and approved by the Revenue Commissioners.
- 9.2 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.

10 Keeping accounts

The Company shall keep annual accounts and on request, make available to the Revenue Commissioners said annual accounts.

ARTICLES OF ASSOCIATION

THE IRISH AMATEUR WEIGHTLIFTING ASSOCIATION

INTERPRETATION

1 Definitions and Interpretation

1.1 The "optional provisions" as such term is defined in section 1177(2) of the Act (with the exception of sections 43(2), 144(3)(a), 144(3)(c), 144(4), 148(2), 155(2), 155(3), 160(2), 160(6), 160(8), 160(10), 160(12), 182(2), 182(5), 187(2) to 187(8), 218(3) to 218(5), 1196(2) to 1196(7), 1197(2), 1199(8)) shall apply save to the extent they are disapplied, modified or supplemented by these Articles.

1.2 In this Constitution, the following terms shall have the following meanings:-

"the Act"	means the Companies Act 2014;
"the Annual Financial Report"	means the annual report prepared by the Treasurer;
"the Articles"	means these Articles of Association;
"the Bye-Laws"	means the bye-laws of the Company as adopted on 5 th March, 2016 and amended from time to time;
"Coach"	means a person recognised by the Company to instruct, teach or train the sport of Olympic weightlifting, pursuant to the requirements laid forth in the bye-laws and amended from time to time;
"the Company"	means the above named Company;
"the Directors"	means the directors for the time being of the Company or the directors present at a meeting of the Executive Board and includes any person occupying the position of director by whatever name called and "Director" shall be construed accordingly;
"the Electoral Congress"	means the annual general meeting taking place every second year in the year of the Olympic Games and two years thereafter;
"the Executive Board"	means the Board of Directors of the Company;
"the Fair Play Commission"	means a three person panel approved by the Executive Board which is comprised of honorary members of the Company who no longer have a vested interest in the organisation;
"Honorary Members"	means Members who are recognised for their longstanding service to the Company who are not currently serving on the

	Executive Board or current athletes or coaches;
“JSI Arbitration Rules”	means the Just Sport Ireland Arbitration Rules currently in force and as may be amended from time to time;
“JSI Mediation Rules”	means the Just Sport Ireland Mediation Rules currently in force and as may be amended from time to time;
"Member"	means means a person who is a member of the Company being either a Voting Member or a Non-Voting Member;
“Member in Good Standing”	Meaning a Member who: (a) has paid the full annual subscriptions owing by them to the Company; and (b) is not currently subject to disciplinary proceedings.
“Non-Voting Member”	shall have the meaning given to it in Article 3.2.2;
"the Office"	means the registered office for the time being of the Company; and
“Official”	means a person recognised by the Company to administer the rules and regulations of the sport of Olympic Weightlifting as a referee, administration or sports contest official as laid forth in the by-laws and amended from time to time.
“the President”	means the chairperson of the Executive Board;
"the Seal"	means the common seal of the Company;
“the Secretary”	means the person elected as company secretary of the Company;
The “Stakeholders”	means (i) funding bodies from time to time, and (ii) Sport Ireland, and others deemed to have a vested interest in the running of the Company by the Executive Board;
“the Treasurer”	means the Director responsible for managing the finances of the Company; and
“Voting Member”	means a Member who is in Good Standing (not being a Non-Voting Member).

1.3 References in these Articles to any enactment or any section or provision thereof shall mean such enactment, section or provision as the same may be amended and may be from time to time and for the time being in force.

MEMBERS

2 Number of Members

- 2.1 The number of Members with which the Company proposes to be registered is seven. The Directors may from time to time register a decrease or increase in the number of Members in accordance with the Act.

3 Categories of Member

- 3.1 All Members (other than the subscribers to the Memorandum of Association) shall be admitted by the Executive Board, and the Executive Board may at its sole discretion accept or decline any application for Membership.
- 3.2 There shall be two categories of Members as follows:
- 3.2.1 Voting Members; and
 - 3.2.2 Non-Voting Members, which comprise:
 - (a) Honorary Members;
 - (b) Members who have not reached the age of 18; and
 - (c) Members not being in Good Standing.
- 3.3 Only Voting Members shall have voting rights at general meetings.
- 3.4 All Members shall be entitled to membership on payment of the annual subscription; the cost of this payment will be as outlined by the Executive Board and amended from time to time.

4 Members

Licensed clubs may be affiliated with the Company in accordance with the Bye-Laws and shall adhere to the obligations set out in the Bye-Laws.

5 Cessation of Membership

Membership of the Company shall terminate:

- 5.1 on a Member's death;
- 5.2 if the Member resigns by notice in writing to the Company. Any Member wishing to resign his membership of the Company shall give notice in writing of his intention so to do, addressed to the Executive Board and sent by post to or deposited by hand at the Office, in accordance with section 1199(7) of the Act;
- 5.3 in the event that a member failed to pay their annual subscription within three months of the time that payment falls due;
- 5.4 if a Member ceases to meet the criteria for eligibility for membership set out in the Bye-Laws; or
- 5.5 if a Member is requested to resign in accordance with these Articles.

6 Expulsion from Membership

- 6.1 If at any time the Fair Play Commission is of opinion that it is in the interest of the Company to do so, the Fair Play Commission may by letter invite any Member of the Company to withdraw from membership within a time stated in the letter in accordance with the Bye-Laws. Such letter must contain a statement of the reasons why it is proposed to invite such withdrawal from membership.

- 6.2 If the Member in question does not withdraw from membership the Fair Play Commission may decide to remove the Member.
- 6.3 The Member in question shall be afforded an opportunity of answering the complaints against him and explaining his conduct verbally and in writing at such a hearing of the Fair Play Commission and may be represented at such hearing by a person of his choice.
- 6.4 If no less than two thirds of the the Fair Play Commission present at the hearing of the matter shall vote in favour of the resolution to expel the Member in question, such Member shall thereupon cease to be a Member of the Company.
- 6.5 Voting upon such resolution shall be by show of hands provided however that the Chairperson of the meeting or any three attendees of the Company shall have power at such meeting to demand the vote to be taken by secret ballot.

7 **Subscription**

- 7.1 The Executive Board shall be entitled from time to time to determine any annual subscriptions to be payable by any Member, and the terms and conditions attaching to such subscriptions.
- 7.2 A former Member of the Company shall remain liable for all subscriptions (if any) and contributions due or imposed on him up to the date on which he shall cease to be a Member and shall not be entitled to a return of any money paid by him to the Company by way of subscription or otherwise.
- 7.3 No Member shall be entitled to vote at any general meeting unless all monies immediately payable by him to the Company have been paid.

GENERAL MEETINGS

8 **Annual General Meetings**

- 8.1 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next. For the avoidance of doubt a reference to "**Congress**" in these Articeles or in the Bye-Laws is to the annual general meeting.
- 8.2 The annual general meeting shall be held a maximum of 3 months from the end of the previous financial year at such time and place as the Executive Board shall appoint.

9 **Extraordinary General Meetings**

- 9.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 9.2 The Executive Board may, whenever it thinks fit, convene an extraordinary general meeting of the Company. An extraordinary general meeting shall also be convened by the Executive Board on the requisition of the Members, as provided by section 178 of the Act or, in default by the Executive Board, may be convened by such requisitionists.

10 **Quorum at General Meetings**

The quorum for general meetings shall be four Members for the time being present in person at the time when the meeting proceeds to business. If within half an hour of the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of the Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such

other day and at such other time and place as the Executive Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.

NOTICE OF GENERAL MEETINGS

11 Length of and mode of giving notice

- 11.1 Subject to the Act, an annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least, and a meeting of the Company (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called by 7 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting; the general nature of the business to be transacted at the meeting; the text and substance of any proposed special resolution; and any other matter required under section 181 of the Act to be contained in such notice. Such notice shall be given, in manner hereinafter mentioned, to such persons as are, under the Articles entitled to receive such notices from the Company.
- 11.2 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.
- 11.3 For the purposes of section 218(3)(d) of the Act the use of electronic means to serve or give notice is permitted and each of the Members of the Company hereby consent to the use of electronic means in the form of email to serve or give notices in relation to them and further agree to provide the Company with an email address to which notices may be served or given.

PROCEEDINGS AT GENERAL MEETINGS

12 Business at General Meetings

- 12.1 The business to be conducted at annual general meetings shall be:
- 12.1.1 the adoption of the minutes of the preceding annual general meeting and of any general meeting held since the preceding annual general meeting;
 - 12.1.2 to receive the annual report of the Executive Board;
 - 12.1.3 to receive the financial statements and report of the auditors (if any) on those statements;
 - 12.1.4 the appointment of the auditors (if any);
 - 12.1.5 the election of Directors to the Executive Board;
 - 12.1.6 to approve the annual report on the activities of the Company, officers, the Fair Play Commission and Committee chairs;
 - 12.1.7 Approval of the Annual Financial Report;
 - 12.1.8 Information on the strategic plan and development initiatives of the Company;
 - 12.1.9 Awards, honours and distinctions;
 - 12.1.10 Presentations by sponsors and appointed persons;

12.1.11 to consider and decide any resolution of which due notice shall have been given relating to any other business including but not limited to questions of importance concerning weightlifting.

12.2 The business described in subparagraphs 12.1.1 to 12.1.10 above shall be deemed ordinary business. The business described in subparagraph 12.1.11 above and all business transacted at extraordinary general meetings shall be deemed special.

13 **President of General Meeting**

The President of the Executive Board shall chair the general meetings of the Company, or if there is no such President, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as President, the deputy President, if any, of the Executive Board if he is present and willing to act shall be President of the meeting, failing which the Members present shall choose one of their number to be President of the meeting.

14 **Voting and Demand for Poll**

14.1 Every Voting Member present in person at a general meeting shall have one vote.

14.2 At any general meeting a resolution 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 in accordance with the Act.

14.3 Where there is an equality of votes, whether on a show of hands or on a poll, the President 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.

15 **Written Resolution of Members**

A resolution in writing signed by all the Voting Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised 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.

THE EXECUTIVE BOARD

16 **Number of Directors**

16.1 Subject as hereinafter provided the membership of the Executive Board shall not be less than three Directors nor more than Seven Directors.

16.2 The Company may by ordinary resolution increase or reduce the number of Directors.

16.3 The Executive Board shall be elected and retire in accordance with Article 17 below, and shall be constituted as follows:

16.3.1 At least 75% of the Directors shall be elected from amongst the Members.

17 **Appointment and retirement of Directors**

17.1 At every second annual general meeting of the Company (which meeting shall be called an "**Electoral Congress**") all of the Directors shall retire from office but each such Director may stand for re-election by the Members provided that a person who is appointed a Director at six consecutive Electoral Congresses

(other than at the first Electoral Congress of the Company), may not occupy the same role for greater than twelve years and shall not be eligible for re-appointment at the next succeeding Electoral Congress, but shall be eligible for election at the next succeeding Electoral Congress thereafter;

- 17.2 The Voting Members at an Electoral Congress at which a Director retires may fill the vacated office by electing a person thereto, and in default, the retiring Director shall, if eligible and offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director has been put to the meeting and lost.
- 17.3 Subject to Article 17.5, the Directors shall have power at any time, and from time to time, to appoint any person to be a Director either to fill a vacancy (whether arising due to death, resignation, disqualification or otherwise) or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed by these Articles (if any). Such person shall hold office only until the next annual general meeting (regardless of whether such AGM is an Electoral Congress or not). At such AGM a vote shall be taken on such person remaining in office, or alternatively another person shall be elected specifically to fill such vacancy.
- 17.4 The Company may from time to time by ordinary resolution increase or reduce the number of Directors.
- 17.5 An Honorary Member shall not be eligible to be a Director or an Officer.

18 **Remuneration of Directors**

No remuneration shall be payable to Directors in respect of services as Director, or on any committee of the Executive Board to which the Directors may delegate powers. The Directors may be paid all travelling, hotel and other expenses properly incurred in connection with the affairs of the Company provided that same are properly vouched to the Executive Board.

19 **Powers of Directors**

- 19.1 A Director shall not vote in respect of any contract or arrangement in which he is interested or any matter arising therefrom and if he shall so vote, his vote shall not be counted, nor, so far as any such contract, arrangement or matter is concerned, shall he be counted in the quorum.
- 19.2 An alternate director shall be deemed to be an officer of the Company and shall not be deemed to be the agent of the Director appointing him. The remuneration of such an alternate shall be payable out of the remuneration payable to the Director appointing him and the proportion thereof shall be agreed between them.
- 19.3 For the purposes of section 228(1)(d) of the Act, the reasonable personal use by a Director of any property and any information or communications technology equipment of the Company and made available for use by the Director in connection with the business or affairs of the Company shall be permitted, subject to any restrictions imposed by the Company or the Executive Board under contract or otherwise.
- 19.4 Nothing in Section 228(1)(e) of the Act shall restrict a Director from entering into any commitment which has been approved by the Executive Board or has been approved pursuant to such authority as may be delegated by the Executive Board in accordance with these Articles. It shall be the duty of each Director to obtain the prior approval of the Executive Board, before entering into any commitment permitted by Sections 228(1)(e)(ii) and 228(2) of the Act.

20 **Resignation of Directors**

A Director may resign by giving one month's notice in writing delivered to or sent by post to the Company Secretary (or in the case of the Company Secretary to the President of the Executive Board).

21 **Vacation of office of Director**

21.1 A Director shall cease to hold office if he or she:

21.1.1 is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or

21.1.2 is the subject of a declaration under section 819 of the Act or an order under sections 839-842 of the Act; or

21.1.3 is convicted of an offence punishable by imprisonment (whether or not a suspended sentence) or is convicted of an indictable offence; or

21.1.4 dies, or resigns by notice in writing to the Company; or

21.1.5 by reason of health can longer be reasonably regarded as possessing adequate decision making capacity; or

21.2 A Director may be removed by the Executive Board if:

21.2.1 is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by section 231 of the Act; or

21.2.2 except with the express permission of the Executive Board, shall personally enter into any contract with the Company or receive from it any fee, profit, salary or emolument;

21.2.3 The office of an elected officer may be terminated by expulsion upon decision of the Fair Play Commission for just cause or if the Fair Play Commission, in its sole discretion, determines that such Member has neglected or jeopardised the interest of The Company, or acted in any way which the Fair Play Commission considers as contract to the interests of the Company. This decision may be appealed according to the procedure laid out in Article 27.

22 **Removal of Director**

The Company may by ordinary resolution of which notice has been given in accordance with Section 146 of the Act remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim which such Director may have for damages for breach of any contract of service between him and the Company.

23 **Appointment of President and Officers**

23.1 The President shall be elected by the Members at the Electoral Congress and determine the period for which he is to hold office subject to Article 23.4.

23.2 The minimum requirements required to be eligible for the role of the President shall be set out in the Bye-Laws.

23.3 Members shall at each Electoral Congress have the power to appoint the following officers from amongst the Directors:

23.3.1 the General Secretary;

23.3.2 Treasurer;

23.3.3 Governance Director; and

23.3.4 such other officers as they shall deem necessary to enable the Executive Board to efficiently carry on the business of the Company and as may be specified in the Bye-Laws;

provided that any officer so elected must meet the minimum competency requirements for such role as may be set out in the Bye-Laws. In the event that compliance with such competency requirements are in doubt, compliance shall be determined by the President. In the event the decision of the President is disputed by no fewer than three Members, the question of such competence shall be referred to the Fair Play Commission whose decision on the matter shall be final.

23.4 Article 17.2 shall apply to the term of any officer appointed pursuant to this Article 23, provided that if a person holds the office of President, the General Secretary or the Governance Director for a period in excess of two Olympic cycles (8 years) thereafter such person shall not be eligible for re-election to the same office for a minimum of two years, unless otherwise decided by a majority of no less than 75% of the Electoral Congress.

PROCEEDINGS OF THE EXECUTIVE BOARD

24 Meetings of the Executive Board

24.1 The Executive Board shall meet together at least once per quarter for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided that each Director shall be given reasonable notice in writing of each meeting of the Executive Board. Two Directors may, or the Secretary on the requisition of two Directors shall, at any time summon a meeting of the Executive Board.

24.2 Executive Board meetings are not open to the public or to the Members.

24.3 The Executive Board may establish one or more committee(s) consisting in whole or in part of the members of the Executive Board, which shall be contained in the Bye-Laws.

24.4 A committee of the Executive Board may meet and adjourn as it thinks proper. Subject to the foregoing, the rules applicable to the meetings of the Executive Board shall apply to meetings of any committee. Questions arising at any meeting shall be determined by a majority of votes of the members of the committee present. In the event of a split division of a committee on a specific order of business, the chairperson of the committee carries an extra vote to decide the action to be taken by the association.

24.5 The Minutes of the Executive Board meetings are kept and copies of same are available on request to all Members after sensitive information is removed for data protection purposes or in accordance with legal advice or obligations.

24.6 The President and General Secretary/Treasurer should be present at all general meetings. Should one of them be absent, the meeting may appoint a stand-in from the Directors, to fulfil the duties of the role for the duration of the meeting.

25 Quorum

The quorum for meetings of the Executive Board shall be three Directors, present in person at the time when the meeting proceeds to business. The quorum for meetings of any committee of the Executive Board shall be set out in the Bye-Laws.

26 Proceedings

26.1 The President shall be the chairperson of the meetings of the Executive Board. If at any meeting the President is not present within 15 minutes after the time

appointed for holding the meeting, the Directors present may choose one of their number to be President of the meeting.

- 26.2 Questions arising at any meeting of the Executive Board shall be decided by a majority of votes of those present and entitled to vote. In the event of a split division on a specific order of business, the President carries an extra vote to decide the action to be taken by the association.
- 26.3 Attendance is compulsory for Directors. Those that are unable to attend must provide the Secretary of notice of their absence before the session and must provide acceptable reasons for their absence. All absences are subject to adequate notice. The Executive Board shall have the power to suspend any Director who, without reasonable cause, fails to attend two consecutive Executive Board meetings (in accordance with the Bye-Laws).
- 26.4 A Director may participate in a meeting of the Executive Board by means of telephone or other similar communication whereby all persons participating in the meeting can hear each other speak and confirm this fact to the President. A Director who participates in a meeting in this manner shall be deemed to be present in person at such meeting and shall form part of the quorum.
- 26.5 A resolution in writing signed by all the Directors, or by all the members of a committee of them, and who are for the time being entitled to receive notice of a meeting of the Executive Board, or as the case may be, of such a committee, shall be as valid as if it had been passed at a meeting of the Executive Board or such a committee duly convened and held.

DISCIPLINE

27 DISPUTE RESOLUTION

- 27.1 The Company may take disciplinary action in the case of any violation of this Constitution and the Bye-laws, or for any reason listed as being a disciplinary matter in the Bye-Laws.
- 27.2 If the Fair Play Commission, in its discretion, considers the charge against the Member, Coach, Official or Club against whom a complaint has been made to be sufficiently serious it will have the power to impose one or more of the following:
- 27.2.1 Require a verbal or written apology;
 - 27.2.2 Referral to counselling;
 - 27.2.3 Suspend the membership of the Member, Coach, Official or Club for a stated period of time;
 - 27.2.4 Revoke the membership of the Member, Coach, Official or Club.
- 27.3 The Member, Coach, Official or Club subject to the one or more of the above mentioned sanctions by the Fair Play Commission, may appeal the decision to Just Sport Ireland ("JSI") within twenty-one (21) days from the date the decision is handed down for resolution in accordance with the JSI Mediation Rules.
- 27.4 If the dispute remains unresolved at the conclusion of the mediation process, the dispute shall be referred to JSI for binding arbitration in accordance with the JSI Arbitration Rules.
- 27.5 The arbitral award issued by JSI may be appealed exclusively by referral to the Court of Arbitration of Sport ("CAS") in Lausanne, Switzerland, within twenty-one (21) days from the receipt of such arbitral award for final and binding arbitration in accordance with the CAS Code of Sports related arbitration.

28 **ANTI-DOPING**

28.1 The Company formally adopts the Anti-Doping rules of Sport Ireland, as amended from time to time.

THE SEAL

29 **The Seal**

The Seal shall be used only by the authority of the Executive Board or a committee of the Executive Board authorised by the Executive Board in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director of the Company and shall be countersigned by the Secretary or a second Director or by some other person appointed by the Executive Board for that purpose.

ACCOUNTS

30 **Accounting records**

30.1 The Executive Board shall, in accordance with Chapter 2 of Part 6 of the Act, cause to be kept adequate accounting records. The Company shall make those accounts available to the Revenue Commissioners on request.

30.2 The Executive Board shall from time to time in accordance with Part 6 of the Act cause to be prepared and laid before the annual general meeting of the Company such statutory financial statements and reports as are required by that Part to be prepared and laid before the annual general meeting of the Company.

30.3 A copy of the statutory financial statements of the Company for the financial year concerned (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the report of the Executive Board and auditor's report shall, not less than twenty-one days before the date of the annual general meeting, be sent to every Member.

31 **Audit**

If required, auditors shall be appointed and their duties regulated in accordance with Part 6 of the Act.

32 **Finances**

32.1 The Executive Board shall be empowered to open bank accounts and other financial accounts in the name of the Company. All transactions in these accounts must be authorised by two authorised signatories.

32.2 All cheques, drafts and other financial instruments must be signed by two authorised signatories.

32.3 All authorised parties can receive all money paid to the Company and ensure all such monies are lodged to the Company bank account as soon as possible and shall notify the Treasurer of this.

32.4 Any Company assets invested by the Executive Board will be used for Company purposes only.

32.5 The Executive Board will have the power to negotiate sponsorships on behalf of the Company, and engage from time to time in fundraising activities. Any financial returns from these activities will be used for the Company development purposes.

- 32.6 The Executive Board may from time to time, raise or borrow in the name or on behalf of the Company, such money as they deem expedient for the essential functions of the Company.

NOTICES

33 Mode of delivering notice

A notice may be given by the Company to any Member either personally, or by sending it by post to him to his registered address or may be sent to the Member by electronic means, including e-mail in which a copy of the notice to Members may be viewed via a link to the Company's website. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of the notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where a notice is sent by electronic means, it shall be deemed to have been served or given 12 hours after despatch.

34 Persons entitled to notice of general meetings

- 34.1 Notice of every general meeting shall be given in any manner herein before authorised to:-

- 34.1.1 every Voting Member and Non-Voting Member who has reached the age of majority, but excluding Members not in Good Standing;
- 34.1.2 the Directors and the Company Secretary;
- 34.1.3 the auditors for the time being of the Company; and
- 34.1.4 the Stakeholders;

- 34.2 No other person shall be entitled to receive notices of general meetings.

INDEMNITY

35 Indemnity

Subject to section 235 of the Act, every officer for the time being of the Company shall be entitled to be indemnified out of the assets of the Company against any losses or liabilities which he or she may sustain or incur:

- 35.1 in defending any proceedings whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any proceedings or application referred to in or under sections 233 or 234 of the Act in which relief is granted to him or her by the court; and/or
- 35.2 in or about the execution of the duties of his or her office or otherwise in relation thereto.

BYE-LAWS

36 Bye-laws and Regulations.

- 36.1 The Executive Board (and/or any committee) may from time to time make Bye-Laws in relation to the Company including the Bye-Laws and where required and for the avoidance of doubt, the provisions of such bye-laws shall adhere to the principles of natural justice. The Company may at any time in like manner annul or vary any Bye-Laws so made, and all Bye-Laws so made and for the time being in force shall be binding on all the Members and shall have full effect accordingly.
- 36.2 Such Bye-Laws shall be binding for all Members.
- 36.3 Bye-Laws come into force on the date decided by the Executive Board.
- 36.4 The Executive Board shall bring such Bye-Laws to the attention of Members in such manner and within such time as it may in its absolute discretion decide provided that they shall be published on the website of the Company.
- 36.5 No Bye-Law shall be made which would amount to such an addition or alteration of these Articles as could only legally be made by special resolution passed in accordance with the Act.
- 36.6 In case of any conflict between these Articles and any bye-laws made from time to time pursuant to these Articles, these Articles shall prevail.

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

NAMES, ADDRESSES AND DESCRIPTIONS

Names, Addresses and Descriptions of Subscribers

Sean Scott	Berkeley Drive, Clonmel, Co. Tipperary
John M. Lynch	11 Anne Street, Clonmel, Co. Tipperary
Fiona Lydon	O'Neill Street, Clonmel, Co. Tipperary
Josephine Freeman	7/8 Mary Street, Clonmel, Co. Tipperary
Gemma Burke	Redcity, Fethard, Co. Tipperary
Rita Lambert	Ardfinnan, Clonmel, Co. Tipperary
Mary Lynch	Irishtown, Clonmel, Co. Tipperary

Authentication in the manner referred to in section 888 of the Act.

Dated the _____ day of _____ 2016

Witness to the above Signatures:

Name: _____

Address: _____