



*The voice of Irish sport*

**COMPANIES ACT 2014**  
**A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE  
CAPITAL**

**CONSTITUTION**  
**OF**  
**IRISH SPORTS MATTERS COMPANY LIMITED BY GUARANTEE**  
**(the "Company")**

Incorporated on 19 December 2013

(As amended by Special Resolution on the 28 July 2015)

(As amended by Special Resolution on the [27 July 2016])

(As amended by Special Resolution on the [25 July 2018])

(As amended by Special Resolution on the [29 November 2021])

**COMPANY NUMBER: 537179**

**DATE OF INCORPORATION: 19/12/2013**

**Federation of Irish Sport**

**Irish Sport HQ,**

**Nationals Sports Campus,**

**Blanchardstown, Dublin 15**

## **MEMORANDUM OF ASSOCIATION**

1. The name of the Company is **IRISH SPORTS MATTERS COMPANY LIMITED BY GUARANTEE**.
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act.
- 2.1. The main object for which the Company is established is to promote athletic or amateur games and sports by establishing, maintaining, and operating a representative association for the National Governing Bodies of Sport, Local Sport Partnership and other not-for-profit sport organisations and agencies in Ireland.
- 2.2. The following objects are ancillary to and exclusively in furtherance of the foregoing:
  - (a) to provide effective representation and services to member organisations;
  - (b) promote, develop and raise awareness of the contribution of sport and sporting organisations to Irish society;
  - (c) to seek grants, sponsorship and other sources of revenue for not-for-profit sport organisations and agencies in Ireland;
  - (d) to advance the learning, education and networking opportunities for not-for-profit sport organisations and agencies in Ireland;
  - (e) to act as a consultative body to Government, state agencies and other representative or public bodies on issues impacting on Irish Sport;
  - (f) to formulate and promote measures to improve, develop and enhance the status of Irish Sport;
  - (g) to promote education and the exchange of information about sport and disseminate information on relevant sports related issues;
  - (h) to facilitate joint co-operation and action on matters of common interest
  - (i) to research areas of concern for sports organisations and people involved in sport in Ireland and abroad;
  - (j) to provide occasions wherein the opinions and views of not-for-profit sporting organisations can be aired and heard;
  - (k) to maintain and develop national and international contacts for the advancement of sport in Ireland;
  - (l) to play a leadership role in actively raising the profile of sport in Ireland;
  - (m) to assist in the increase of the resources available to sport in Ireland;

- (n) to support the work of not-for-profit sports organisations and assist in bringing them together with other interested organisations;
  - (o) to provide education and training opportunities to not-for-profit sports organisations;
  - (p) to promote and facilitate conflict resolution and conciliation within sporting bodies;
  - (q) to promote sport and sports people to Government, the Oireachtas, statutory agencies and within the media;
  - (r) to participate and co-operate with Sport Ireland, and other public bodies in respect of grant monies and any other programmes which they might initiate or participate in;
  - (s) to assume the funds, assets, rights, debts and liabilities of the unincorporated association called the "Federation of Irish Sports"; and
  - (t) to maintain the Company as an independent body.
3. In furtherance of the above objects but not otherwise the Company shall have the following powers: -
- (a) to carry on any business which may be seen by the Company as capable of being conveniently carried on in connection with the above main objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests;
  - (b) subject to such consents as may be required by law, to purchase, take on lease or in exchange, hire or otherwise acquire and to hold, manage, develop, sell, dispose of, lease or deal in any way with any real or personal property and any interest therein and in particular any land, buildings, offices and any rights or privileges necessary or convenient for the purposes of the Company and to manage, develop, sell, demise, let, mortgage, dispose of, turn to account or otherwise deal with all or part of the same with a view to the promotion of the objects of the Company, and to construct, erect, alter, improve and maintain any buildings which may be from time to time required for the purposes of the Company;
  - (c) subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of or binding on the Company in such manner and on such terms and conditions as may be thought fit and to grant security in respect of such borrowings and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) of the Company and to guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all of such methods, the performance of the obligations of and the repayment of payment of the principal amounts and interest of any person, firm or company or of the Company or the dividends or interest of any securities, including

- (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company;
- (d) to invest funds of the Company not immediately required for its purpose in or upon such investments, securities or property as it may think fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time be imposed or required by law and prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of five (5) years
  - (e) to adopt, publish, amend and administer from time to time standards of eligibility for membership of the Company and for competing in events promoted by the Company as may be determined by the Company in accordance with its constitution, rules and regulations and to do all such acts and things necessary to ensure conformity to and compliance with such codes and standards as may be adopted or promulgated by the Company and to govern members, competitors and/or coaches or persons in any way connected with the objectives of the Company;
  - (f) to levy, charge, collect and receive subscriptions, levies, fees and other payments from persons whether members of the Company or not and expend the same in furthering all or any of the objects of the Company or providing for the expenses of the Company;
  - (g) to do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone in partnership or in conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's main object by any person or company;
  - (h) to grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by 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 spouses or parent, has been a member of the occupational pension scheme while employed by the company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects; and
  - (i) to do all such other lawful things as may be incidental to or conducive to the attainment or furtherance of the main object.

And it is hereby declared that in the construction of this Clause, the word “company”, except where used in reference to the Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa.

**PROVIDED ALWAYS THAT: -**

- i) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts; and
  - ii) the Company shall not support with its funds any object, or endeavour to impose on, or procure to be observed by, its members or others, any regulation, restriction, or condition which if an object of the Company would make it a trade union.
  
- 4. The liability of the members is limited.
  
- 5. The income and property of the company shall be applied solely towards the promotion of its main object(s) as set forth in this Constitution. No portion of the company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the company. No Director shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the company. However, nothing shall prevent any payment in good faith by the company of:
  - a) Reasonable and proper remuneration to any member or servant of the company (not being a Director) for any services rendered to the company;
  - b) Interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the company to the company;
  - c) Reasonable and proper rent for premises demised and let by any member of the company (including any Director) to the company;
  - d) 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;
  
- 6. Every Member undertakes to contribute to the assets of the Company in the event of the same 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 of the costs, charges and

expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one euro (€1.00).

7. If upon the winding up or dissolution of the company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the company. Instead, such property shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the company under or by virtue of the Income and Property Clause hereof. Members of the company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object. Final accounts will be prepared and submitted 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.
8. Annual audited accounts shall be kept and made available to Sport Ireland and the Revenue Commissioners on request.
9. 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.

## ARTICLES OF ASSOCIATION

### INTERPRETATION AND PRELIMINARY

**1. In these Articles:**

- (a) the following words and expressions shall have the following meanings unless there is something in the subject matter or context inconsistent therewith: -

**"the Act" means the Companies Act 2014;**

**"Board"** means the Directors or any of them acting as the board of directors of the Company;

**"the Directors"** means the Directors for the time being of the Company or the Directors present at a meeting of the Board and includes any person occupying the position of Director by whatever name called;

**"Independent Director"** means any person where they or a connected person have not been either employed or held any paid or voluntary governance position within the Company, a Member, the Sport Ireland, the National Sports Campus Development Authority, the Olympic Federation of Ireland and Paralympics Ireland or the Company's auditors or legal advisors within the two years immediately prior to their appointment as Director."

**"LSP"** means a Local Sports Partnership that is recognised as such by Sport Ireland

**"Member"** means a member admitted to the Company in accordance with these Articles

**"NGB"** means a National Governing Body of a sport (whether or not incorporated) that is recognised as such by Sport Ireland which, for the avoidance of doubt shall include any umbrella body so recognised by the Sport Ireland;

**"LSP"** means a Local Sports Partnership that is recognised as such by Sport Ireland

**"the Seal"** means the Common Seal of the Company;

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

**"Sport Ireland"** means the statutory sports agency responsible for the promotion, development and coordination of sport in Ireland established under the Sport Ireland Act, 2015 and which expression shall be deemed to include any successor or replacement statutory body with similar statutory responsibilities;

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

**"Voting Representative"** means the representative appointed by a Member to vote on its behalf at General Meetings pursuant to article 7.

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

- (c) Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.
2. The provisions of the Act shall apply to the Company save to the extent that this constitution provides or states otherwise.

### 3. **OBJECTS**

The Company is established for the purposes expressed in its memorandum of association.

### 4. **MEMBERS**

- 4.1 The number of Members of the Company is unlimited. The subscribers to the memorandum of association of the Company and such other persons as are admitted to membership in accordance with these Articles shall be Members of the Company
- 4.2 Subject to the provisions of Clause 4.9 below, Membership shall be open to the following two (2) categories of membership:
- (a) Full Membership;
  - (b) Associate Membership
  - (c) There shall be one type of Full Membership and two types of Associate Membership
- 4.3 Full Membership shall be open to Governing Bodies of Sport, Local Sports Partnerships and any umbrella organisation as recognised by Sport Ireland (each such member being a "Full Member")
- 4.4 Full Members shall have the following rights only.
- (a) the right to notice of, and to attend, general meetings of the Company
  - (b) the right to appoint a Delegate to speak at general meetings of the Company.
  - (c) the right to put forward notices of motion at any general meeting of the Company subject to compliance with the applicable standing orders of the Company in relation thereto;
  - (d) the right to nominate to any office of the Company subject to compliance with the Company's nomination procedures as set out in ; and
  - (e) the right to appoint a Delegate to vote at general meetings of the Company.
- 4.5 Full Membership shall be divided into five (5) sub-categories:
- (a) NGBs with membership in excess of 75,000 members involved in the relevant sport.
  - (b) NGBs with between 20,000 and 75,000 members involved in the relevant sport.
  - (c) NGBs with between 10,000 and 20,000 members involved in the relevant sport.
  - (d) NGBs with less than 10,000 members involved in the relevant sport.
  - (e) Local Sports Partnerships as recognised by the Sport Ireland and other not for profit sports organisations whether incorporated or not, whose principal objective is the promotion of sport to be admitted at the discretion of the Board.



- 4.6 Provided always that in the event the number of NGB's in any of the categories above is less than 6, then the Board may increase the number of such NGB's in such category to six by moving NGB's from the category next above or below with the lowest or highest number of members as appropriate, provided that any such moving of NGB's shall not leave the category from which such are moved with less than 6 NGB's.
- 4.7 There are 2 (two) categories of Associate Membership.
- (a) Associate Membership is available to NGBs that have successfully completed the initial recognition process as an NGB with Sport Ireland and are on the mandatory 2-year probation status as an NGB prior to securing full recognition as a NGB by Sport Ireland (each such member being an "Associate Member". For the avoidance of doubt, once full recognition has been granted an NGB can apply for Full Membership of the Federation.
- (b) Associate membership is available to organisations whose stated aims and objectives align with those of the Federation of Irish Sport as set out in 2.2 of the Memorandum and who are constituted as a not for profit' organisation and/or a charity. Sport, recreation, physical activity, diversity, and inclusion must be at the heart of the organisation's activities. (Each such member being an "Associate Member")
- 4.8 Associate Members shall have the following rights only.
- (a) the right to notice of, and to attend, general meetings of the Company.
- (b) Commencing in Year 2 of their membership, the right to appoint a Delegate to speak at general meetings of the Company.
- 4.9 Any organisation that is an existing member of the Company in good standing as at the date of the 2021 EGM, shall be considered a Full Member.
- 4.10 Organisations that do not meet the criteria per Clause 4.9, and desire to be admitted as a member of the Company shall apply in writing to the CEO detailing the category of membership for which the application is being made together with confirmation of the number of members and accompanied by the following: -
- (a) The constitution or governing rules of the organisation;
- (b) An overview of the governance structure of the organisation;
- (c) Contact details for the organisations' officers and/or principal administrators;
- (d) Written confirmation, where applicable, from the Sport Ireland confirming that the organisation is recognised by it as an NGB or where, the applicant organisation is not an NGB as recognised by the Sport Ireland a copy of its most recent annual accounts, a statement of activities together with details, to include location and number, of affiliated clubs and/or participants;
- (e) The annual subscription or the pro rata proportion thereof applicable at the time of such application: and
- (f) Any other information or documents that may be required from time to time by the CEO or the Board.
- 4.11 All applications for membership shall in all cases be subject to the approval of the Board and the Board may at its sole discretion accept or decline any application for membership.
- 4.12 Each Member shall pay an annual subscription appropriate to the category of its

membership

- (a) The level of subscription for the fee for NGBs will be based on their membership numbers and annual turnover;
- (b) The fee for LSPs and other not-for-profit sports organisations will be determined by the Board;
- (c) Subscriptions may be changed for one or more categories of membership without necessarily being changed for all;
- (d) Any increase authorised by the Board shall take effect only from the commencement of the next financial year;
- (e) The membership of any organisation whose subscription is more than one year in arrears may on decision by the Board be deemed to have lapsed and that organisation shall not be re- admitted unless on terms approved by the Board.

4.13 The rights and liabilities attaching to any Members of the Company may be varied from time to time by a special resolution of the Company.

## 5 GENERAL MEETINGS

5.1 All general meetings other than annual general meetings (“AGMs”) shall be called extraordinary general meetings (“EGMs”). The Company shall in each Year hold an AGM in addition to any other general meetings in that Year and shall specify the meeting as such in the notice calling it. All general meetings shall be held in Ireland, subject to Article 5

5.1.1 The Company AGM shall, so far as reasonably practicable, be held between 1 May and 31 July of each year, the actual date to be determined by the Board. In the event a venue for a general meeting becomes unavailable, the Board may change that venue by giving as much notice as is reasonably practical in the circumstances. For the avoidance of doubt, a general meeting may be held by video conference at the discretion of the Board.

5.2 The Board shall convene an EGM:

- a. if a resolution to convene an EGM is passed at the preceding AGM; or
- b. on the requisition of Members pursuant to the provisions of the Act; or
- c. where two-thirds of the Board resolve to convene such a meeting.

Subject to the provisions of the Act, such meetings shall be convened by the Board within twenty-eight (28) Clear Days of the receipt of the requisition required under this Article or the date on which the Board Members resolve to convene such a meeting in accordance with this Article. EGMs shall be held at a time and venue and on a date as determined by the Board.

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 that meeting.

## **6 PROCEEDINGS AT GENERAL MEETINGS**

- 6.1 Each Member shall be entitled to send one (1) Delegate to general meetings of the Company.
- 6.2 Each Member shall notify the Secretary in writing of the name of the nominated Delegate before the relevant meeting.
- 6.3 No business shall be transacted at any general meeting unless a quorum is present. Save as otherwise provided in these Articles, ten (10) Delegates entitled to attend and cast votes at a general meeting of the Company and who are present in person shall constitute a quorum. For the avoidance of doubt, present in person shall include being present in any virtual setting specified in the notice of that general meeting.
- 6.4 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the 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.
- 6.5 The Chairperson or in his/her absence some other Board Member nominated by the Board shall preside as chairperson of general meetings of the Company, but if neither the Chairperson nor such other Board Member (if any) be present and willing to act within fifteen (15) minutes after the time appointed for holding the meeting, the Board Members present shall elect one of their number to be chairperson and, if there is only one Board Member present and willing to act, he/she shall be chairperson.
- 6.6 The Board may, with the consent of the Chairperson, appoint an independent person of suitable standing to chair any general meeting of the Company provided that any person so nominated shall be approved by a majority of the Board.
- 6.7 If no Board Member is willing to act as chairperson, or if no Board Member is present within fifteen (15) minutes after the time appointed for holding the meeting, or if the procedure under Article 6.6 is not adopted, then the Members present and entitled to vote shall choose one of their number to be chairperson of the meeting.
- 6.8 The chairperson of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so, directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.
- 6.9 Voting by proxy shall not be permitted.
- 6.10 At all general meetings of the Company a resolution put to the vote of the meeting shall be decided on a poll.
- 6.11 In the case of an equality of votes the chairperson of the meeting shall have a casting

vote in addition to any other vote he may have.

- 6.12 Subject to the provisions of the Act, a poll shall be determined by a simple majority of those present and voting on the poll. A poll shall be taken as the chairperson of the meeting directs and he/she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 6.13 Where a resolution(s) to amend the Company's memorandum of association and/or its articles of association is successful at a Company AGM, that resolution shall have immediate effect from the conclusion of such meeting.
- 6.14 A poll on the election of a chairperson of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairperson of the meeting directs not being more than thirty (30) days after the meeting. The taking of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is taken.
- 6.15 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting. In any other case at least seven (7) Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 6.16 The Board shall be responsible for arranging the timetable and order of business at the Company AGM subject to standing orders for Company AGMs as are determined by the Board and shall include:
- (a) the consideration of the accounts, balance sheets and the reports of the Directors and Auditors;
  - (b) the election of Directors in the place of those retiring;
  - (c) the re-appointment of the retiring Auditors;
  - (d) and the fixing of the remuneration of the Auditors.
- 6.17 All business shall be deemed special that is transacted at an EGM, and all that is transacted at an AGM shall also be deemed special, with the exception of the consideration of the accounts and balance sheet, and the reports of the Board and of the auditors and the fixing of the remuneration of the auditors and the election of Board Members.
- 6.18 Included as part of the report of the Board referred to at Article 6.16 above shall be the report of the Board Members in conjunction with the CEO which shall include a review of the following areas:
- a. the strategic plan as laid down by the Board and/or the Company;
  - b. the business plan of the Company as determined by the Board in respect of each Year;
- 6.19 Prior to the day appointed for the holding of the Company AGM, the following procedure shall apply:
- a. any proposition or motion, whether to amend the memorandum and articles of association of the Company or on any other topic, shall be notified to the Company Secretary in writing not less

than 42 Clear Days

before the date for holding the AGM. Each such proposition shall deal with one subject only;

b. the Board may alter or amend or disallow any proposition or motion which offends against either or both of the memorandum of association and/or the articles of association of the Company and/or which the Board considers may either bring the Federation into disrepute and/or be against the best interests of the Company, and may composite any two (2) or more propositions which, in the opinion of the Board, constitute in substance the same proposition or which deal with the same subject matter and are to the same effect.

c. The Board shall inform, in writing, any Member whose proposition is altered, amended, composited or disallowed in accordance with paragraph (b) of this Article 6.19 and shall then arrange for the agenda to be prepared and furnished to each person entitled to of notice in accordance with these Articles not later than twenty-one (21) receipt of notice in accordance with these Articles not later than twenty-one (21) Clear Days before the dated fixed for holding the AGM; and

d. the Board shall distribute to Members its report and statement of accounts for the relevant financial year not less than twenty-one (21) Clear Days before the date fixed for holding the AGM.

## **7 VOTES OF MEMBERS**

7.1 Only Full Members shall have voting rights at General Meetings of the Company.

7.2 Delegates appointed in accordance with Article 4.4(b) shall be entitled to attend and vote at general meetings of the Company. On a vote taken every Delegate present and entitled to vote shall have one vote in accordance with the wishes of the Member he/she represents.

7.3 If a Delegate is unable to attend a general meeting, his/her place (with all accompanying rights) may be taken by another person nominated by the relevant Member and notified to the Secretary of the Company no later than the commencement of the meeting.

7.4 A Voting Representative of a Member whose subscription is in arrears shall not be entitled to attend or vote at a General Meeting.

7.5 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

7.6 The Board may invite any person to attend any General Meeting, where the Board considers that to invite such person is likely to be in the best interests of the Company. Any person so invited shall not be entitled to vote at such General Meeting.

- 7.7 During elections at an Annual General Meeting should there be more than two valid nominations for the post of Chairperson or for any other elected Board position a ballot shall be held and, in the absence of a candidate receiving more than a simple majority of the votes cast, the candidate receiving least votes on each occasion shall drop out until two candidates only remain when the decision shall be by a simple majority. In the event of there being only one valid nomination for any post the Chairperson of the Meeting shall declare that nominee elected.

## 8 RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP

- 8.1 A Member may by three months' notice in writing to the CEO and/or Secretary of the Company resign his membership of the Company but shall remain liable to the Company for its annual subscription for the year in which it resigns.
- 8.2 The membership of a Member may be terminated or suspended by the Board, acting in its sole discretion, on the occurrence of the following events:
- (a) a Member company is wound-up or struck-off or a Member organisation ceases to exist;
  - (b) the conduct of a Member is, in the sole opinion of the Board, deemed to be injurious to the good name, character, interests or objects of the Company;  
or
  - (c) a Member fails to pay any subscription fee or other contribution including any levy as is determined from time to time to the Company.
- 8.3 In the case of Article 8.2(b) above, a disciplinary sub-committee appointed by the Board comprising of at least 3 members, who, for the avoidance of doubt shall not be members of the Board, (**Disciplinary Sub-Committee**) shall, having first made known in writing the nature of the allegations to the offending Member, call upon such Member to give an explanation in writing or orally within seven days for any such conduct. If any such Member, having been called upon, fails to give such explanation or if the explanation so given shall be deemed to be unsatisfactory, the Disciplinary Sub-Committee may, by majority decision, make a recommendation to the Board for the suspension or termination of that Member. The decision of the Board, which shall also be by majority, under Article 8.2(b) following such recommendation shall be final.
- 8.4 Any challenge to the decision of the Board shall be by way of arbitration under the Sport Dispute Solutions Ireland arbitration rules. Any challenge shall be limited to the legality of the decision, or the procedures used by the Board, including the Disciplinary Committee of the Board. In default of agreement on an arbitrator the parties agree that the acting chairman of Sport Ireland shall act as the appointing body. In the event that the chairman is unable or unwilling to act as the appointing person then the next available officer in Sport Ireland shall act as the appointing person.
- 8.5 Notice under this Article shall be deemed to have been served if it is sent in accordance with the provisions set out in Article 27 of these Articles whether or not it is actually

received by the Member intended to be served with such notice.

## 9 COMPOSITION OF THE BOARD

9.1 The Members shall, subject to and in accordance with the provisions of these Articles, elect the Board at Company Annual General Meetings.

9.2 Subject to the provisions of these Articles the Board shall consist of not less than seven Directors and no more than eleven Directors and shall be appointed as follows:

- (a) The Chairperson (who shall be in addition to the Directors referred to in paragraphs (b) to (c) below) shall be nominated by the Nominations Committee subject to the approval of the Company in general meeting.
- (b) One Director each shall be elected by the Members of each of the categories listed at Article 4.5 (a) – (e) above pursuant to Article 7; and
- (c) Up to three Independent Directors nominated by the Nominations Committee in accordance with Article 10 and approved by the Company in a general meeting (excluding the Chairman who is the subject of paragraph (a) of this Article). In nominating the Independent Directors to the Board, the Nominations Committee shall ensure that there shall always be at least two female and two male directors at any time.”
- (d) Such persons may be co-opted by the Board from time to time.

**SUBJECT ALWAYS** to the following competencies being present amongst the Directors so appointed:

- (a) Finance
- (b) Commercial Strategy & Development
- (c) Communications & Marketing
- (d) Public Affairs
- (e) Legal.

9.3 Those Directors representing the Members shall be nominated by their respective organisation, such nomination to be a competency based appointment and shall be made on the headed notepaper of any Member making the nomination, shall be signed by the chairperson or chief executive or president of the said Member and shall be submitted to the CEO in advance of the deadline set by the Board for the receipt of such nominations for consideration at the Annual General Meeting of that year and a list of such nominations shall be circulated with the notice for the Annual General Meeting of that year. If a Member representative Director is no longer the selected representative of their Member organisation such decision is to be notified by the chair or president of the Member organisation concerned in writing to the Chairman of the Company and they shall be required to resign from their Director role.

9.4 The Chairperson shall be elected at every third Annual General Meeting for a term of

three (3) years and shall hold office from the conclusion of the Annual General Meeting at which he/she is elected until the conclusion of the Annual General Meeting at which

his/her term of office expires. If the Chairperson resigns or whose office is otherwise vacated during such term then an election of the next Chairperson shall take place at the next Annual General Meeting, at which Annual General Meeting a Chairperson shall be elected for a term of three (3) years and shall hold office from the conclusion of the Annual General Meeting at which he/she is elected until the conclusion of the Annual General Meeting at which his/her term of office expires.

- 9.5 The Directors from Article 9.2(c) shall be appointed by the Board from time to time to bring specific expertise to the Board. Co-opted Directors shall hold office until the next Annual General Meeting, at which such Annual General Meeting that co- opted Director shall retire and may be reappointed by the Board subject to the provisions of 9.7.
- 9.6 The Directors from each of the categories referred to at Article 9.2(b) and (c) above shall be elected at every third Annual General Meeting for a term of three (3) years and shall hold office from the conclusion of the Annual General Meeting until the conclusion of the Annual General Meeting at which their term of office expires. If any such Director resigns or whose office is otherwise vacated during such term then an election of a replacement Director shall take place at the next Annual General Meeting, at which Annual General Meeting that replacement Director shall be elected for a term of three (3) years in accordance with article 9.2 by the same category of Member as elected the Director who vacated the office and shall hold office from the conclusion of the Annual General Meeting at which he is elected until the conclusion of the Annual General Meeting at which his term of office expires.
- 9.7 No person appointed as a Director under Article 9.2(a), 9.2(b) and or 9.2(c) may serve for more than two [consecutive] terms, save that the Chairperson may serve two terms as Chairperson in addition to any immediately prior service as a Director. The foregoing provisions in this article shall not include any partial term where a person was (a) appointed as a director to fill a casual vacancy or (b) co-opted by the Board pursuant to Article 9.2(d). No person co-opted by the Board as a Director pursuant to Article 9.2(d) may serve as a Director appointed under Article 9.2(d) for more than 6 years.
- 9.8 In addition, the Board shall have power at any time and from time to time, by majority resolution of the Board, to appoint any person (who may not be an existing Board Member) to fill a casual vacancy arising to hold office from the date of such appointment until the conclusion of the next Annual General Meeting.
- 9.9 Subject to the maximum periods of office provided for in these Articles, and to the provisions of the Act, a retiring Board Member shall be eligible for re-election.
- 9.10 The Company may by ordinary resolution of which extended notice has been given in accordance with sections 146 and 396 of the Act remove any Board Member before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Board Member. Such removal shall be



without prejudice to any claim such Board Member may have for damages for breach of any contract of service between him and the Company.

- 9.11 A vacancy created by the removal of a Board Member under Article 17.1 may be filled as a casual vacancy.
- 9.12 No Board Member (including the Chairperson) shall be eligible for appointment to any paid executive office in the Company (including that of the CEO). Where any Board Member is so appointed and consents to act, he or she will be obliged to resign immediately from the Board before taking up such paid executive office.

## **10 NOMINATIONS COMMITTEE**

- 10.1 The Directors shall establish a Nominations Committee as required from time to time. The Nominations Committee shall be comprised of three people to include the Chairperson and at least one other Director. The Nominations Committee may include members from outside the Company.
- 10.2 No serving member of the Nominations Committee who is not already a Director shall be eligible to be appointed to the Board, whether by election or by nomination by the Nominations Committee.
- 10.3 The Nominations Committee shall have the purpose of nominating three Independent Directors persons in accordance with Article 9.2 (c) and the Chairman in accordance with Article 9.2(a).
- 10.4 The Nominations Committee shall bring its nominations to the Directors at least one month before the date of the Annual General Meeting and its nominations shall be subject to the approval of the Directors.

## **11 CHAIRPERSON**

- 11.1 The Chairperson shall be a person with the necessary leadership qualities and management skills and with the necessary dedication to the pursuance of the objects of the Company to chair meetings of the Company, the Board and any other committees where required, which qualities shall be deemed to have accepted by the Members upon the election of any person as Chairperson.
- 11.2 The duties of the Chairperson shall include (but not be limited to) liaising with the CEO on the day-to-day management of the Company and with the CEO and any relevant committees on other matters as appropriate.
- 11.3 No person shall hold the office of Chairperson more than twice.

## **12 CEO**

- 12.1 The CEO shall not be a member of the Board and shall hold office on such terms and

conditions as the Board may determine. The CEO shall be responsible, along with the Board, for managing the day to day running of the Company and shall report to the Board accordingly at its meetings and shall liaise with the Chairperson between Board Meetings.

### **13 HONORARY PRESIDENT**

- 13.1 The Board shall have the power to appoint an Honorary President who shall represent the interests of the Company at all ceremonial and representative occasions as required. The Honorary President shall not be a member of the Board but shall be entitled to attend general meetings of the Company and also meetings of the Board in ex-officio capacity. The President shall not be entitled to vote at any such general meeting or a meeting of the Board of Director.
- 13.2 The Honorary President shall hold office on such terms and conditions as the Board may determine.

### **14 BORROWING POWERS**

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

### **15 POWERS AND DUTIES OF DIRECTORS**

- 15.1 The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by the Act or Articles required to be exercised by the Company in general meeting subject nevertheless to the provision of the Act and these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction has not been given.
- 15.2 The Board may delegate such powers as they deem appropriate to the CEO, but such delegation shall not abrogate or diminish the responsibilities of the Directors of the Company.
- 15.3 The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors and 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 convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

15.4 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.

15.5 The Directors shall cause minutes to be made in books provided for the purpose:-

- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- (c) of all resolutions and proceedings at all meetings of the Company, and the Directors and of committees of Directors.

15.6 The Directors may from time to time make, vary and repeal provisions to include disciplinary regulations for the regulation of the affairs of the Company and the conduct of its officers, servants and members provided that no provisions shall be made which are inconsistent with the provisions of the Act or the memorandum of association and the Articles for the time being of the Company or which would amount to such an addition or alteration of these Articles as could legally only be made by special resolution passed and confirmed in accordance with the Act. Any such provisions shall bind all Members.

15.7 The Directors shall have particular responsibility for signing-off the strategic plan and monitoring its subsequent implementation and review, and for ensuring that the Company operates within agreed financial parameters and in accordance with the law.

## **16 EXPENSES OF THE CHAIRPERSON AND DIRECTORS**

16.1 The Board and any members of any committee or sub-committee of the Board may be paid all reasonable travelling, hotel and other expenses properly incurred and vouched by them in connection with their attendance at meetings of the Board or committees or sub-committees or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

## **17 DISQUALIFICATION OF DIRECTORS**

17.1 The Office of Director shall be vacated if the Director:

- (a) holds any office or place of profit under the Company; or
- (b) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
- (c) becomes prohibited from being a Director by reason of any order made under Schedule 3 Part VI of the Act; or
- (d) becomes of unsound mind; or
- (e) resigns his office by notice in writing to the Company; or
- (f) is convicted of an indictable offence unless the Directors otherwise determine; or
- (g) 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.

## **18 VOTING ON CONTRACTS**

- 18.1 A Director may not vote in respect of any contract or arrangement in which he is interested or any matter arising in respect of any such contract or arrangement.

## **19 PROCEEDINGS OF DIRECTORS**

- 19.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit but shall meet at least 4 times per year. Questions arising at any meeting shall be decided by a majority of votes. Where there is any equality of votes, the Chairperson shall have a second or casting vote. A Director may, and the Company Secretary, on the requisition of a Director shall, at any time summon a meeting of Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who being resident in the State is for the time being absent from the State.
- 19.2 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be six.
- 19.3 The continuing Directors may act notwithstanding any vacancy in their number but, if and 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 Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
- 19.4 The Chairperson shall chair all meetings of the Board. Where the Chairperson is unavailable, the Directors may elect a Chairperson of their meetings and determine the period for which he/she is to hold office, but, if no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairperson of the meeting.
- 19.5 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held.
- 19.6 Whenever a Director has a financial interest or any duty which is material and which conflicts or may conflict with the interests of the Company in relation to a matter to be discussed at a meeting of the Board or committee of the Board, that individual shall:
- a) declare the nature of the interest at the time or before discussion begins on the matter;
  - b) withdraw from the meeting whilst that matter (only) is discussed, unless expressly invited to remain by the majority of the other Directors present at the meeting in order to provide information;
  - c) not be counted in the quorum for that part of the meeting; and

- d) withdraw during the vote in respect of the matter in question and have no vote on that matter.

## **20 COMMITTEES**

- 20.1 The Directors may delegate any of their powers to committees consisting of such Member or Members of the Board as they think fit; any committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.
- 20.2 A committee may elect a Chairperson of its meetings; if no such Chairperson is elected, or if at any meeting the Chairperson is not present within 5 minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairperson of the meeting.
- 20.3 A committee may meet and adjourn as it thinks proper. Questions arising at any meetings shall be determined by a majority of votes of the Members present, and when there is an equality of votes, the Chairperson shall have a second or casting vote.
- 20.4 All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

## **21 COMPANY SECRETARY**

- 21.1 The Company Secretary, who may or may not be a Director, shall be appointed by the Directors for such term and upon such conditions as they think fit; and any Company Secretary so appointed may be removed by them.
- 21.2 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

## **22 STAFF**

- 22.1 The Board may from time to time appoint persons as staff of the Company to conduct the general administrative, promotional and development work of the Company for such period and on such terms as to remunerate and otherwise as they may think fit and subject to the terms of any agreement entered into in any particular case, may revoke such appointment. The Board may delegate the power to appoint staff to the CEO of the Company as he or she sees fit.
- 22.2 A Director (including the Chairperson) shall not be eligible for appointment to any paid executive office in the Company and if the holder of any such paid office shall become a Director, his office shall at once be vacated.

## 23 THE SEAL

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

## 24 FUNDING

- 24.1 All income and expenditure of the Company shall be administered by the Board, who shall be entitled to appoint a treasurer should they see fit (**Treasurer**). The Treasurer may be assisted by a finance committee appointed by the Board.

## 25 ACCOUNTS

- 25.1 The Directors shall cause proper books of accounts to be kept relating to: -
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
  - (b) all sales and purchases of goods by the Company; and
  - (c) the assets and liabilities of the company
- 25.2 Proper 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.
- 25.3 The books of account shall, subject to sections 274 to 286 of the Act, be kept at such place as the Directors think fit and shall at all reasonable times be open to the inspection of the Directors.
- 25.4 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document except as conferred by statute or authorised by the Directors or by the Company in general meeting.
- 25.5 The Directors shall from time-to-time cause to be prepared and to be laid before the Annual General Meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by those Sections to be prepared and laid before the Annual General Meeting of the Company.
- 25.6 A copy of every balance sheet (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 Directors' report 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.

## 26 AUDIT

26.1 Auditors shall be appointed, and their duties regulated in accordance with the Act.

## 27 NOTICES

27.1 A notice or document to be given, served or delivered in pursuance of these Articles may be given, served or delivered to any member by:

- (a) by handing same to him/her or to his/her authorised agent.
- (b) by leaving same at his/her registered address.
- (c) by sending same, by post in pre-paid cover addressed to their registered address; or
- (d) by sending same by means of email or other means of Electronic Communication, to the address of the Member notified to the Company by the Member for that purpose (or if not so notified, then the address of the Member last known to the Company).

27.2 Where a notice or document is given, served or delivered in accordance with Article 27, the giving, service or delivery thereof shall be deemed to have been affected at the time the same was handed to the Member or his/her authorised agent, or left at his/her registered address at the case may be.

27.3 Where a notice or document or notice is given, served or delivered in accordance with paragraph (c) of Article 26, the giving, service or delivery thereof shall be deemed to have been affected at the expiration of twenty-four (24) hours after the cover containing it was posted. In proving service or delivery, it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

27.4 Where a notice or document is given, served or delivered in accordance with paragraph (d) of Article 26, the giving, service or delivery thereof shall be deemed to have been affected at the time of sending such email to such email address.

27.5 Notice of AGM shall be given to all Members at least sixty (60) Clear Days prior to such meeting. Notice of general meetings other than AGMs shall be given to all Members at least twenty-one (21) Clear Days prior to such meeting

27.6 Notice of every general meeting shall be given in any manner hereinbefore authorised to: -

- a) every Member; and
- b) the Auditor for the time being of the Company.

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

## 28 INDEMNITY

- 28.1 The Chairperson, Board and Members as well as employees, servants, agents and any trustees of the Company shall be indemnified by the Company and it shall be the duty of the Board out of the funds of the Company to pay all costs, losses and expenses which any such Chairperson, Board and Members as well as employees, servants, agents and any trustees of the Company incurs or becomes liable for by reason of any contract entered into or act or thing done in good faith as Chairperson, Board and Members, employees, servants, agents and any trustees of the Company in accordance with the instructions of the Board or a general meeting of the Company or otherwise in the discharge of their duties.