

**COMPANIES ACTS 1963 TO 2013**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**AVOCA HOCKEY CLUB LIMITED**  
**(as amended by Special Resolution passed on 30 June 2014)**

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1. The name of the company is Avoca Hockey Club Limited.
2. The Main object for which the Company is established is to foster the development of the sport of Hockey in and from the Avoca Hockey pitch and premises located at Newpark Comprehensive School, Newtownpark Avenue, Blackrock, Co. Dublin (the "Pitch") and/or in and from such other pitches and premises as the Company may select in addition thereto and/or in replacement thereof from time to time
3. In pursuance of the above object the Company shall have the subsidiary object of acquiring the entire issued share capital of the Company formerly known as Avoca Hockey Club Limited – registered in Ireland under registered number 392917 which is the lessee and occupier of the Pitch, and managing the affairs of that company as its subsidiary.
4. In furtherance of the above objects, but not otherwise, the Company shall have the following powers which it may exercise at its discretion:
  - 4.1 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;
  - 4.2 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;
  - 4.3 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;

- 4.4 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 for the time being may be imposed or required by law;
- 4.5 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;
- 4.6 to levy, charge, collect and receive subscriptions, levies, fees and other payments from persons whether Members 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;
- 4.7 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;
- 4.8 to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences for the purpose of providing pension and similar benefits for employees or ex-employees of the Company (excluding Board Members and ex-Board Members but this shall not preclude a Board Member or ex-Board Member from receiving such benefits as a result of having been such an employee) or the dependents or families if such persons, and to grant pensions and allowances to and to make payments towards insurance of such persons; and
- 4.9 to do all such other lawful things as may be incidental to or conducive to the attainment or furtherance of the said objects or any of them.

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:

- (A) if 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
- (B) 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.

5. The liability of the Members is limited.
6. The income and property of the Company shall be applied solely towards the promotion of its main objects as set forth in this memorandum of association. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Members. No member of the Board 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 officer or servant of the Company for any services rendered to the Company;
  - (b) interest at a rate not exceeding 5% per annum on money lent by Board members or other Members to the Company;
  - (c) reasonable and proper rent for premises demised and let by any Member (including any Board member) to the Company;
  - (d) reasonable and proper out of pocket expenses incurred by any Board member in connection with his attendance to any matter affecting the Company; or
  - (e) remuneration or other benefit in money or money's worth to any company of which a Board member may be a member not holding not more than one hundredth part of the issued capital of such company.
7. 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.
8. If upon the winding up or dissolution of the Company there, remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to such other charitable institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof, such institution or institutions to be determined by the Members at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

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

**Names, Addresses and Descriptions of Subscribers**

<b>Signature and Name of Subscriber</b>	<b>Address of Subscriber</b>	<b>Description of Subscriber</b>
Dennis O'Connor	6 Marlborough Park, Glenageary, Co. Dublin	Management Consultant
Tanya Chapple	42 Rowanbyrn, Blackrock, Co. Dublin	Student Services Co-ordinator
Mark Meir	6 Hillview Drive, Dun Laoghaire, Co. Dublin	Accountant
Rónán Hickey	13 Rowanbyrn, Blackrock, Co. Dublin	Economist
Emma Meir	6 Hillview Drive, Dun Laoghaire, Co. Dublin	Sports Coach
Mark Cullen	25 Stradbroke Park, Blackrock, Co. Dublin	Artist
Nina Doyle	17 Stillorgan Park, Blackrock, Co. Dublin	Social Worker

Dated:

Witness to the above signatures:

Witness:

Signature:

Address:

**Description:**

Certificate no. 545953

COMPANIES ACTS 1963 TO 2013

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

## **AVOCA HOCKEY CLUB LIMITED**

**(as adopted by Special Resolution passed on 30 June 2014)**

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### 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 Acts**” means the Companies Acts 1963 to 2013;

“**address**” includes any number or address used for the purposes of communication by way of post, electronic mail or other electronic communication;

“**advanced electronic signature**” has the meaning given to those words in the Electronic Commerce Act 2000;

“**AGM**” means an annual general meeting of the Company;

“**these Articles**” means the articles of association of the Company of which this article is the first, as such articles may be amended and be in force from time to time, and references to particular Articles shall be construed accordingly;

“**Company**” means Avoca Hockey Club Limited, the company whose articles of association these Articles are; and, where the context so admits or requires, a reference to the Company shall include a reference to the Old Association;

“**the Board**” means the members of the board of directors for the time being of the Company constituted in accordance with these Articles;

“**Board Member**” means a member for the time being of the Board (and, accordingly, a director of the Company);

“**Bye-laws**” means the bye-laws of the Company (if any) as they may be adopted and amended and be in force from time to time;

“**Child Protection Guidelines**” means the Child Protection Guidelines issued by the Company as amended from time to time;

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

“**Code of Ethics**” means the Code of Ethics and Good Practice for Children’s Sport published by the Irish Hockey Association as amended from time to time, together with such other codes of ethics and codes of behaviour which may be adopted by the Board from time to time;

“**EGM**” means an extraordinary general meeting;

“**electronic communications**” has the meaning given to those words in the Electronic Commerce Act 2000;

“**electronic signature**” has the meaning given to those words in the Electronic Commerce Act 2000;

“**Executive Committee**” means the committee referred to as such in Article 71(c);

“**ex officio**” means, in relation to a person who is *ex officio* a member of the Board, any committee, sub-committee or similar body (each of the foregoing a “**Relevant Body**”), that such person has the right to attend and speak at and to vote and be counted in the quorum for the purposes of, any meeting of a Relevant Body of which he is *ex officio* a member by virtue of his holding of an office under these Articles;

“**Full Member**” means any individual who is duly registered as a member of the Company and whose membership has not either lapsed or been terminated by the Company and who has paid all fees, subscriptions or periodic contributions payable to the Company under these Articles, the By-laws or Other Rules;

“**Governing Directors**” means a member of the Board designated as a Governing Director on his appointment;

“**Hockey**” means the game played between two teams of eleven players who use hooked sticks to drive a small ball toward goals at opposite ends of a field, or as otherwise defined from time to time by the . Or as defined by the Irish Hockey Association.

“**Ireland**” means the island of Ireland;

“**Junior**” means, in relation to any particular day, a person who will be under the age of 19 years on the 31<sup>st</sup> December in the year in which that day falls;

“**Junior Member**” means a Junior who seeks and is granted admission as a Junior Member;;

“**Member**” means a person who is admitted to membership of the Company in accordance with these Articles and whose name is entered on the register of Members of the Company and “**Membership**” shall be construed accordingly;

“**month**” means a calendar month;

“**Old Association**” means the unincorporated association called “Avoca Hockey Club” to which this Company is the successor;

“**Other Rules**” means any articles, bye-laws, conditions, constitution, laws, codes of ethics or behaviour, orders, procedures, regulations, rules, terms of reference or other provisions (by whatever name called) providing for or regulating any aspect of the affairs of the Company (other than these Articles, the Bye-laws and the Rules of Competition) in force from time to time;

“**President**” means the chairman of the Board from time to time;

“**Registered Office**” means the registered office of the Company for the time being;

“**Seal**” means the common seal of the Company;

“**Secretary**” means the company secretary of the Company or any other person appointed to perform the duties of the company secretary of the Company;

“**year**” means a calendar year except in the context of elections to any office under these Articles, where “**year**” shall mean the period from the conclusion of one AGM to the conclusion of the next;

- (b) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time modified or re-enacted;
- (c) words importing the singular number only shall include the plural number and vice versa; words importing the masculine gender only shall include the feminine and neuter gender and vice versa; and words importing persons shall include corporations;
- (d) any expression referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and any modes of representing or reproducing words in a visible form provided that the expression shall not include writing in electronic form except as provided in these Articles and/or, where it constitutes writing in electronic form sent to the Company, the Company has agreed to its receipt in such form;
- (e) unless the contrary intention appears, the use of the word “**address**” in these Articles in relation to electronic communications includes any number or address used for the purpose of such communications;
- (f) expressions referring to execution of any document shall include any mode of execution under seal or under hand or under any mode of electronic signature as shall be approved by the Board and expressions referring to receipt of any electronic communications shall, unless the contrary intention

appears, be limited to receipt in such manner as the Company has approved;  
and

(g) “**person**” includes any individual, firm, body corporate, Company or partnership, government or state or agency of a state, local authority or government body or any joint venture (whether or not having a separate legal personality).

9. The regulations contained in Table C in the first schedule to the Companies Act 1963 shall not apply to the Company.

## **OBJECTS**

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

## **MEMBERSHIP**

10. The number of members of the Company is seven. 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. Subject to the provisions of these Articles in relation to membership, there shall be the following categories of membership of the Company:

(a) Full Members; and

(b) Junior Members.

11. Full Members are entitled to notice of, to attend at and to vote at all general meetings of the Company, and to cast one vote each. Junior Members are entitled to notice of, to attend at but not to cast any votes at all general meetings of the Company.

12. Every applicant for Membership shall apply in the manner prescribed in these Articles or the Bye-laws.

13. If the applicant is accepted for Membership then on receipt from the applicant of the amount of the subscription payable under Article 21, the applicant’s name and address shall be entered in the register of Members.

14. Membership shall be personal to the Member and shall not be transferable or transmissible by the act of the Member or by operation of law.

15. Membership shall cease automatically on any Member’s death, winding up or dissolution as the case may be, on termination of Membership by the Company or on acceptance by the Company of resignation of Membership.

16. Every Member shall further to the best of his ability the objects, interests and influence of the Company and shall observe all the provisions of these Articles, the Bye-laws and all Other Rules.

17. Every Member must comply with the following conditions of membership:

(a) that he agrees to be bound by the Child Protection Guidelines and by the Code of Ethics;



- (b) that he agrees to be bound by the Company's complaints and disciplinary procedures; and
  - (c) that he agrees to comply with these Articles, the Bye-laws and all Other Rules of the Company.
18. The Company shall keep an accurate and up to date register of Members at the Registered Office.
19. Subscriptions of members of the Old Association transferred to the Company shall be applied in paying up subscriptions due by such persons who become Members of the Company. The subscriptions due by such members on succession by the Company to the activities and purpose of the Old Association shall be as agreed between the Company and the Old Association and thereafter, each AGM may prescribe an application or subscription fee payable on admission to Membership and an annual subscription and other periodic contributions payable by every Full Member or Junior Member and may prescribe a lesser application or prescription fee for persons designated by the Directors as non Hockey playing Members (so that, for the avoidance of doubt, a Hockey playing Member shall not be deemed to be a different class of Member as a non Hockey playing member and vice versa, notwithstanding any differential in application or subscription payable). Any increase authorised by an AGM shall take effect only from the commencement of the next financial year. All annual subscriptions for each registration year (from 1 January to 31 December) must be paid on or before 1<sup>st</sup> of December in that year or, as the case may be, on or before any earlier date in that year which is the closing date for entries for an event organised by, or under the auspices of, the Company in which a Member or proposed Member intends to compete.

#### **LAPSING / CESSATION OF MEMBERSHIP**

20. Failure to pay any annual subscription payable to the Company on or before 1st of December or, if appropriate, any earlier date required by Article 20 will result in lapsing of the Membership of the person or organisation by whom or which the subscription or fee was payable.

#### **CODE OF ETHICS AND GOOD PRACTICE FOR CHILDREN'S SPORT**

21. The Company is fully committed to safeguarding the wellbeing of all of its Members. Every individual in the Company should at all times show respect and understanding for Members' rights, consider the safety and welfare of each athlete and conduct himself or herself in a manner that reflects the principles of the Company and the guidelines contained in the Code of Ethics and the Child Protection Guidelines in Ireland.

#### **DISCIPLINARY MATTERS**

22. (a) The Board shall have the power to discipline any Member when it is satisfied there has been any breach of these Articles, the Bye-laws or any Other Rules

of the Company or where there has been conduct likely to bring the Company or the sport of Hockey into disrepute.

- (b) The Board may, without limitation, suspend Membership of any person or remove recognition of titles won or records achieved by, caution or censure any such person or body.
- (c) The Board may suspend the Membership of any person or body pending the outcome of any investigation process.
- (d) The Board may delegate the exercise of its disciplinary functions to any committee, sub-committee or *ad hoc* committee of the Board, subject to final approval by the Board of any discipline decided on.
- (e) An appeal shall lie from any decision in a disciplinary matter to an appeal panel consisting of an independent person or persons to be appointed by the Board.
- (f) Unless the Board otherwise allows, no appeal against a disciplinary decision shall be allowed unless notice in writing of intention to appeal is received by the Company within 14 days after the decision has been communicated to the person or body in respect of whom or which the decision was made.
- (g) All powers under this article must be exercised in accordance with the principles of fairness and natural justice.

#### **GENERAL MEETINGS**

- 23. All general meetings other than annual general meetings (“**AGMs**”) shall be called extraordinary general meetings (“**EGMs**”). The Company in each year shall 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.
- 24. The AGM shall be held, so far as reasonably practicable, on such date and at such time and venue as the preceding AGM shall determine, subject to compliance with the Acts.
- 25. The Board shall convene an EGM:
  - (a) if a resolution to convene an EGM is passed at the preceding AGM; or
  - (b) on the written requisition of Members who represent at least one-tenth of the voting rights of all Members entitled to vote at AGMs and EGMs (pursuant to section 132 of the Companies Act 1963 which entitles such members to require the Board to convene an EGM); or
  - (c) where a majority of the Board resolve to convene such a meeting.
  - (d) Subject to the provisions of the Acts, such meetings shall be convened by the Board within twenty-eight (28) Clear Days after 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 Article 29(d) above. An EGM shall be held on such date and at such time and venue as determined by the Board.

26. The notice of a general meeting shall specify the place, the day and the hour of the meeting and, in the case of special business, the general nature of that business. The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a general meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **PROCEEDINGS AT GENERAL MEETINGS**

27. No business shall be transacted at any general meeting unless a quorum is present. Save as otherwise provided in these Articles, a quorum shall be five Full Members present in person.
28. 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. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present in person or represented by at least one Delegate shall be a quorum.
29. The President, or in his absence some other Board Member nominated by the Board, shall preside as chairperson of the meeting. If neither the President 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 shall be chairperson.
30. 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, then the Members present and entitled to vote shall choose one of their number to be chairperson of the meeting.
31. 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 if the adjournment had not taken place. In addition the chairperson shall adjourn the meeting if *any* motions or other business will be left unfinished at the meeting because of insufficiency of time, so that the adjourned meeting may deal with those motions or other business. 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.
32. Voting by proxy shall not be permitted. At all general meetings a resolution put to the vote of the meeting shall be decided on a show of hands of those entitled to vote, unless a ballot (i.e. a poll) is demanded (before or on the declaration of the result of the show of hands):
  - (a) by the chairperson; or
  - (b) by at least three Members present in person and entitled to vote; or

- (c) by any Member or Members present in and entitled to vote and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

Unless a ballot is so demanded, a declaration by the chairperson that a resolution, on a show of hands, has been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

- 33. 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.
- 34. Subject to the provisions of the Acts, a ballot shall be determined by a simple majority of those present and voting on the ballot. A ballot shall be taken as the chairperson of the meeting directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the ballot. The result of the ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded.
- 35. Where a resolution(s) to amend the Company's memorandum of association and/or these Articles is successful at any meeting, that resolution shall have immediate effect from the conclusion of such meeting.
- 36. A ballot on the election of a chairperson of the meeting or on a question of adjournment shall be taken immediately. A ballot demanded on any other question shall be taken either immediately 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 ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the ballot is taken.
- 37. No notice need be given of a ballot not taken immediately 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 ballot is to be taken.
- 38. The Board shall be responsible for arranging the timetable and order of business at the AGM and at every EGM subject to standing orders adopted by the Board on the recommendation of the Selection Committee. 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.
- 39. Any motion, other than a motion from the Board, whether to amend the memorandum of association of the Company, these Articles, the Bye-laws or Other Rules or on any other topic, shall be notified to the Board in writing not less than thirty (30) Clear Days before the date for holding the general meeting. Each such motion shall deal with one subject only.

## **VOTES OF MEMBERS**

- 40. The voting rights which apply with respect to the different categories of Members are

set out in Article 13. On a vote taken every Member present and entitled to vote shall have one vote.

41. 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.

## **TERMS OF OFFICE AND TRANSITIONAL PROVISIONS**

42. For the avoidance of doubt, all persons holding the office of President, the Vice President, the Director of Hockey, the Hon. Treasurer, the Hon. Secretary, the Development Chair, the Men's Captain, the Ladies Captain, the Boy's Chair and the Girl's Chair in the Old Association shall be deemed to have been elected to the equivalent offices in the Company subject to all the provisions of these Articles and subject to their appointment being ratified by resolution passed at the first AGM after the incorporation of the Company. Such officeholders shall participate in committees established by the Board as hereinafter provided and shall otherwise have such duties and responsibilities as may be approved by the Board.

## **THE BOARD**

43. The Board is the board of directors of the Company and therefore each Board Member is a director. No Board Member (including the President) shall be eligible for appointment to any paid executive office in the Company.
  - (a) The Board shall consist of the following positions:
    - (i) the President, who may not hold that position for more than two three year terms as President but shall be eligible for appointment as a Vice President. Governing Director or Finance Director (ex officio);
    - (ii) the Vice President, who may not hold that position for more than two three year terms as Vice President but shall be eligible for appointment as a President. Governing Director or Finance Director;
    - (iii) the Governing Directors, who may not hold that position for more than two three year terms as Governing Directors but shall be eligible for appointment as a as Vice President but shall be eligible for appointment as a President, Governing Director or Finance Director;
    - (iv) the Finance Director, who shall hold office for a one year term or until the date of the Annual General Meeting next following his appointment, at which he shall retire, but shall be eligible for further one year terms subject to retirement as aforesaid or for appointment but shall be eligible for appointment as a President. Vice President or Governing Director;

- (v) persons co-opted by the Board: the Board shall have the power to co-opt any persons it deems advantageous to the Board to hold office for such period as may be decided by the Board during the lifetime of the particular Board (i.e. until, at the latest, conclusion of the next AGM), provided that no person may be so co-opted unless he is a Member. A maximum of two such appointees shall be on the Board at any time.
- (b) The Board shall meet at least six times per year. The President or in his absence a member of the Board, chosen by the Board, shall preside at all meetings of the Board. The Vice President shall carry out all the duties of the President (including chairing Company meetings and Board meetings) when required to do so due to the unavailability of the President.
- (c) Each member of the Board shall have one vote provided that, in the case of an equality of votes, the President shall have a further or casting vote.
- (d) The Board shall be responsible for defining, designing and developing the strategies for the Company.
- (e) The Board's duties shall include the following:
  - (i) To administer the affairs of the Company.
  - (ii) To submit to each AGM the Board's report, together with audited accounts for the preceding period, and an outline budget for the succeeding year.
  - (iii) To actively promote a development programme for the benefit of Members requiring assistance in the training of coaches, judges and administrators.
  - (iv) To appoint, at its first meeting after each AGM, in consultation with the Designated Person or Child Protection Officer who shall report directly to the Board and shall hold office until the conclusion of the next AGM.
  - (v) To appoint persons to committees.
  - (vi) To appoint such personnel and apply such other resources as it may deem necessary for the purposes of administering the affairs of the Company.

## **PRESIDENT**

44. The President shall represent the interests of the Company at all ceremonial and representative occasions as required.

## **VACATION OF OFFICE OF BOARD MEMBER**

45. The office of a Board Member shall be vacated *ipso facto*:
- (a) subject to the other provisions of these Articles, at the conclusion of the AGM next following the end of such Board Member's term of election or appointment unless re-elected following successful candidature in a second or subsequent election; or

- (b) if he ceases to be a Board Member by virtue of any provision of the Acts or becomes prohibited by law from being a Board Member; or
  - (c) if he is adjudged bankrupt in Ireland or elsewhere in the European Union (as defined from time to time) or makes any declaration of insolvency or suspends payment or makes any arrangement or composition with his creditors generally or is a director of a company which goes into liquidation; or
  - (d) if he becomes of unsound mind; or
  - (e) if he resigns his office by notice to the Company (whether in electronic form or otherwise);
  - (f) if he is convicted of an indictable offence, or any other offence which in the reasonable opinion of the Board adversely affects his position as a Board Member; or
  - (g) if he has failed to attend six or more Board meetings (whether consecutive or not) during his term of office as a Board Member, or three or more Board meetings (whether consecutive or not) during any period of twelve consecutive months during his term of office as a Board Member, and the Board resolves that his office be vacated.
46. The Company may, by ordinary resolution of which extended notice has been given in accordance with section 142 of the Companies Act 1963, 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.
47. If there is a vacancy on the Board, for whatever reason it occurred, the Board may co-opt a replacement. Any person appointed or nominated to fill a vacancy under this Article shall hold office on the same terms as those on which the person whom he replaces held office and shall cease to hold office at the same time as the person who he replaces would have ceased to hold office if the vacancy had not occurred.

## **POWERS OF THE BOARD**

48. Subject to the provisions of the Acts, the memorandum of association and these Articles and to any directions given by special resolution of the Company, the business of the Company shall be managed by the Board. The Board may exercise all the powers of the Company as are not by the Acts or by these Articles required to be exercised by the Company in general meeting but subject nevertheless to the provisions of the Acts and of these Articles and to such directions, not being inconsistent with such provisions, as may be given by the Company in general meeting; and provided that no alteration of the memorandum or articles of association of the Company and no direction given by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by these Articles and a meeting of the Board Members at which a quorum is present may exercise all powers exercisable by the Board.

49. The Board may appoint any person, by power of attorney or otherwise, to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

#### **OTHER RULES**

50. Subject as hereinafter provided, the Board shall have the power to adopt, alter and repeal such Other Rules concerning the governance of the Company as they may deem necessary, expedient or convenient for the proper conduct and management of the Company or to comply with the memorandum of association of the Company and these Articles. Provided that no Other Rule shall be inconsistent with or shall affect or repeal anything contained in the memorandum or articles of association of the Company or constitute such an amendment of or addition to these Articles as could only lawfully be made by special resolution of the Company. The Board shall adopt such means as it deems sufficient to bring to the attention of the Members all Other Rules. All Other Rules, so long as they are in force, shall be binding on the Members.

#### **PROCEEDINGS OF THE BOARD**

51. Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit. A Board Member may, and the Secretary shall, at the request of a Board Member, call a meeting of the Board. The Board may meet and adjourn as it thinks proper provided that it shall meet at least six times in every year. It shall not be necessary to give notice of a meeting to a Board Member who is absent from Ireland.
52. The quorum for the transaction of the business of the Board shall be [three] Board Members present in person and entitled to vote in accordance with these Articles and subject to the Acts. The Board shall choose one of its voting members as chairperson of its meetings and may choose one or more of its voting members as deputy chairperson(s).
53. Questions arising at a Board meeting shall be decided by a majority of votes of the Board Members present and entitled to vote in accordance with these Articles and subject to the Acts. In the case of an equality of votes, the chairperson shall have a *second* or casting vote.
54. Every Board Member (including the President) shall have one vote at Board meetings, subject to the provisions of the Acts and these Articles in relation to when a Board Member is not entitled to vote.
55. A Board Member shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote in accordance with these Articles.
56. The continuing Board Members or a sole continuing Board Member may act notwithstanding any vacancies in their number, but, if the number of Board Members is less than the number fixed as the quorum, the continuing Board Members or Board Member may act only for the purpose of calling a general meeting.
57. All acts done by a meeting of the Board or a committee or sub-committee of the Board, or by a person acting as a Board Member or as a member of a committee or sub-committee, as the case may be, shall be as valid as if every such person had been duly appointed or elected and was qualified and had continued to be a Board Member or other member as aforesaid and had been entitled to vote, notwithstanding that it be afterwards discovered that there was a defect in the appointment or election



of any Board Member or any other member as aforesaid, or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote.

58. A resolution in writing signed by all the Board Members entitled to receive notice of a meeting of the Board or of a committee or sub-committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) sub-committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Board Members.
59. Any Board Member may participate in (and vote at) a meeting of the Board by means of conference telephone or other telecommunications equipment whereby all persons participating in the meeting can hear each other speak. Participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting. Any Board Member may be situated in any part of the world for any such meeting.

### **BOARD MEMBERS APPOINTMENTS AND INTERESTS**

60. Save as otherwise provided by these Articles, a Board Member shall not vote at a meeting of the Board or of any committee or sub-committee of the Board of which he is a member, on any resolution concerning a matter in which he has, directly or indirectly, an interest unless that interest relates to (i) the giving by him of a guarantee, security or other indemnity in respect of money lent to or an obligation incurred by him for the benefit of the Company or (ii) the giving of a third party guarantee, security or indemnity in respect of an obligation of the Company for which that Board Member has assumed responsibility in whole or part and whether alone or jointly. An interest of a person who is, for the purposes of these Articles and for any purpose of the Acts, connected with a Board Member shall be treated as an interest of that Board Member. A Board Member shall not be entitled to vote on any matter in which any person with whom that Board Member is connected (as determined by the Acts) has an interest.
61. Subject to the provisions of the Acts and of these Articles and provided he has disclosed to the Board the nature and extent of any interest, a Board Member notwithstanding his office:
  - (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
  - (b) may be a director or other officer of or be employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;
  - (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
62. For the purposes of Article 62:
  - (a) a general notice given to the Board that a Board Member is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is

interested shall be deemed to be a disclosure that the Board Member has an interest in any such transaction of the nature and extent so specified;

- (b) an interest of which a Board Member has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- (c) subject to Articles 71 and 72, a Board Member may not vote in respect of any contract in which he is interested or on any matter arising thereout.

## **DELEGATION OF THE BOARD'S POWERS AND COMMITTEES**

- 63. The Board may delegate any of its powers to a committee or a sub-committee established by the Board (including the committees referred to in these Articles). Persons who are nominated or elected to any committee or sub-committee need not be Board Members. The Board may also delegate to any Board Member such of its powers as it considers desirable to be exercised by him.
- 64. Any such delegation referred to in Article 65 may be made subject to any conditions the Board may impose and either collaterally with or to the exclusion of its own powers and may be revoked or amended at any time by the Board.
- 65. The terms of reference and detailed rules of procedure for all committees and sub-committees (other than the Principal Committees) shall be set by the Board and may be revoked or amended at any time by the Board.
- 66. The Board shall have the power to appoint any person to fill a casual vacancy arising on any committee or sub-committee established by the Board pursuant to these Articles. Any person so appointed shall hold office from the date of such appointment until the conclusion of the next AGM after his appointment.
- 67. For the purposes of this Article, references to "**committee**" shall include reference to any committee or sub-committee of the Board. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting of any committee shall be determined by a majority of votes of the committee members present and entitled to vote. Where there is an equality of votes, the chairperson of the committee shall have a second or casting vote. A resolution in writing signed by all the members of any committee entitled to receive notice of a meeting of the committee and to vote thereat shall be as valid and effectual as if it had been passed at a meeting of the committee duly convened and held and may consist of several documents in the like form each signed by one or more members of the committee. All other provisions of these Articles relating to proceedings of the Board (including in relation to quorum and to attendance at meetings by telephone or similar equipment) shall apply *mutatis mutandis* to proceedings of a committee.

## **EXPENSES OF BOARD MEMBERS AND COMMITTEE MEMBERS**

- 68. The Board Members 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 of Principal Committees or committees or sub-committees or general meetings of the Company or otherwise in connection with the discharge of their duties.

## COMMITTEES

69. (a) All committees shall be elected for a period of two years unless otherwise decided by the AGM.
- (b) The President shall be, *ex officio*, a member of all committees.
- (c) There shall be at least the following committee:
- An Executive Committee who shall be responsible for advising the Board on all management and financial matters, which shall include the President, the Vice President, the Director of Hockey, the Hon. Treasurer, the Hon. Secretary, the Development Chair, the Men's Captain, the Ladies Captain, the Boy's Chair and the Girl's Chair unless and for so long as there shall be a vacancy in any such office.
- (e) The Board shall appoint individuals to, and establish terms of reference for, the committees mentioned at Article 71 (c) as soon as practicable after the date of incorporation of the Company.
- (f) The Board may establish *ad hoc* committees from time to time and appoint members to those committees.
- (g) Each committee established hereunder shall, as soon as practicable, elect a member thereof to be its Chair and such person shall be a member of the Board (*ex officio*). Such person shall continue in office as Chair of the relevant Committee until his term as a member of the Board shall conclude or terminate. Thereafter, each such committee shall elect a replacement Chair as soon as practicable. Meetings of committees shall be conducted as nearly as possible in the same manner as meetings of the Board are required to be conducted hereunder.

## BYE-LAWS

70. Other than such first or transitional Bye-Laws as may be adopted by the Board which shall remain in force until amended or replaced only a general meeting shall have power to make or amend the Bye-laws, in each case by resolution passed by a simple majority. The Board shall adopt such means as it deems sufficient to bring to the attention of the Members all Bye-laws. All Bye-laws so long as they are in force, shall be binding on the Members.

## AMENDMENT OF ARTICLES

71. In accordance with the requirements of company law, these Articles may be amended only by a special resolution duly passed at a general meeting of which at least 21 Clear Days' notice has been given to those Members entitled to receive notice. To be duly passed as a special resolution, the resolution must be passed by a majority of at least 75% (seventy five per cent) of the votes cast on the resolution.

## MINUTES

72. The Board shall cause minutes to be made in books kept for the purpose:
- (a) of all appointments of officers made by the Company; and

- (b) of all proceedings at meetings of the Company, the Board, all Principal Committees and all committees and sub-committees of the Board, including the names of the Members, Delegates, Board Members, Principal Committee members, committee members and sub-committee members as the case may be present at each such meeting.

### **THE SECRETARY**

- 73. The Companies Acts require every Company to have a secretary. Subject to section 3 of the Companies (Amendment) Act 1982, the Secretary shall be appointed by the Board for such term, at such remuneration (if any) and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. A provision of the Acts 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.

### **THE SEAL**

- 74. The Seal shall be used only by the authority of a resolution of the Board or of a committee of Board Members authorised by the Board in that behalf. The Board may determine who shall sign any document to which the Seal is affixed and unless otherwise so determined it shall be signed by a Board Member and shall be countersigned by the Secretary or by a second Board Member.

### **ACCOUNTS**

- 75. No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as provided herein, conferred by statute or authorised by the Board or by ordinary resolution of the Company.
- 76. The Board shall cause proper and sufficient books of account, whether in electronic form or otherwise, to be kept with respect to:
  - (a) the assets and liabilities of the Company;
  - (b) the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place; and
  - (c) all sales and purchases of goods by the Company.
- 77. The books of account shall be kept at the Registered Office or the place of business of the Company.
- 78. At least once in every year the Board shall place before the Company in general meeting an income and expenditure account for the period since the last preceding accounting period, made up to a date not more than nine months before that meeting, and a balance sheet made up as at the same date. Every such balance sheet shall be accompanied by a report of the Board and a report of the auditors. Copies of such account, balance sheet and reports shall be sent by post, electronic mail or any other means of electronic communication not less than thirty (30) Clear Days before the date for holding the meeting to all persons entitled under the provisions of the Acts to receive them in the manner in which notices are directed in these Articles to be served, provided that in the case of those documents sent by electronic mail or any other means of electronic communication such documents shall be sent with the consent of the recipient to the address of the recipient notified

to the Company by the recipient for such purposes. The auditors' report shall be read before the AGM as required by the Acts.

## **AUDIT**

79. 90. At least once in every year the accounts of the Company shall be examined and the correctness of the income and expenditure account and the balance sheet ascertained by one or more properly qualified auditor or auditors.
80. 91. Auditors shall be appointed and their duties regulated in accordance with the relevant provisions of the Acts, the Board Members being treated as the directors mentioned in those provisions and the Members as shareholders.

## **NOTICES**

81. Any notice to be given to or by any person pursuant to these Articles shall be in writing except that notice convening a meeting of the Board need not be in writing.
82. A notice or document to be given, served or delivered in pursuance of these Articles may be given, served on or delivered to any Member:
- (a) by handing it to him or to his authorised agent;
  - (b) by leaving it at his registered address;
  - (c) by sending it, by post in pre-paid cover addressed to him at his registered address; or
  - (d) by sending it, with the consent of the Member, by means of electronic mail or other means of electronic communication approved by the Board, 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).
83. Where a notice or document is given, served or delivered in accordance with paragraph (a) or (b) of Article 84, the giving, service or delivery of it shall be deemed to have been effected at the time the same was handed to the Member or his authorised agent, or left at his registered address at the case may be.
84. Where a notice or document or notice is given, served or delivered in accordance with paragraph (c) of Article 84, the giving, service or delivery of it shall be deemed to have been effected 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.
85. Where a notice or document is given, served or delivered in accordance with paragraph (d) of Article 84, the giving, service or delivery of it shall be deemed to have been effected at the expiration of twelve (12) hours after despatch.
86. Notice of every general meeting (i.e. an AGM or an EGM) shall be given at least ninety (90) Clear Days before such meeting in the manner authorised in these Articles to every Member: No other person shall be entitled, as of right, to receive notice of general meetings.
98. Every legal personal representative, committee, receiver, *curator bonis* or other legal

curator, assignee in bankruptcy, examiner or liquidator of any Member shall be bound by any notice given pursuant to these Articles if sent to the last registered address of that Member or sent to the address notified to the Company for the purposes of Article 93 notwithstanding that the Company may have notice of the death, lunacy, bankruptcy, liquidation, or disability of such Member. The signature (whether electronic signature, advanced electronic signature or otherwise) to any notice given by the Company may be written (in electronic form) or printed.

99. Notwithstanding the provisions of these Articles, if at any time by reason of the suspension or curtailment of postal services within Ireland, the Company is unable to convene a general meeting effectively by notices sent through the post, a general meeting may be convened by a notice advertised in at least one leading national daily newspaper published in Ireland and such notice shall be deemed to have been duly served on all Members entitled thereto at noon on the day on which such advertisement or advertisements shall appear. In any such circumstance, the Company shall send confirmatory copies of the notice by post to those Members with addresses outside Ireland or (if practicable to do so in the opinion of the Board) in areas of Ireland unaffected by any such suspension or curtailment of postal services. The accidental omission to give any such confirmatory copy of a notice of a meeting to, or the non-receipt of any such confirmatory copy by, any person entitled to receive it shall not invalidate the proceedings at the meeting.

#### **INDEMNITIES**

87. Subject to section 200 of the Companies Act 1963 (as amended) every Board Member and the Secretary shall be indemnified by the Company against, and it shall be the duty of the Board Members out of the funds of the Company to pay, all costs, losses and expenses which any such Board Member and/or the Secretary may incur or become liable to by reason of any contract entered into by him or any act or thing done by him as such Board Member or Secretary or in any way in the discharge of his duties. No Board Member or Secretary shall be liable for the acts, receipts, neglects or defaults of any other Board Member or the Secretary (in the case of Board Members) or for joining in any receipt or other act of conformity, or for any loss or expense, damage or misfortune whatever suffered or incurred by the Company which shall happen in the execution of the duties of his office or in relation thereto unless the same happens through his own wilful act or default.

#### **WINDING UP**

88. Clause 6 of the memorandum of association of the Company relating to the winding up or dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

## Names, Addresses and Descriptions of Subscribers

Signature and Name of Subscriber	Address of Subscriber	Description of Subscriber
Dennis O'Connor	6 Marlborough Park, Glenageary, Co. Dublin	Management Consultant
Tanya Chapple	42 Rowanbyrn, Blackrock, Co Dublin  Co. Dublin	Student Services Co-ordinator
Mark Meir	6 Hillview Drive, Dun Laoghaire, Co. Dublin	Accountant
Rónán Hickey	13 Rowanbyrn, Blackrock,  Co. Dublin	Economist  Sports Coach
Emma Meir	6 Hillview Drive, Dun Laoghaire, Co. Dublin	
Mark Cullen	25 Stradbroom Park, Blackrock, Co. Dublin	Artist
Nina Doyle	17 Stillorgan Park, Blackrock, Co. Dublin	Social Worker

Dated:

Witness to the above signatures:

Witness:

Signature:

Address:

**Description:**