

CONSTITUTION

of

MODERN PENTATHLON ASSOCIATION OF IRELAND

MEMORANDUM OF ASSOCIATION

- 1 The name of the company is Modern Pentathlon Association of Ireland (the “**Company**”).
- 2 The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
- 3 **Main Object**
 - 3.1 The Main Object for which the Company is established is to promote, develop, administer, and encourage participation in Modern Pentathlon (air or laser pistol shooting, fencing, swimming, horse riding and running, or any combination of two or more constituent sports thereof, including Biathlon and Biathle in competition or otherwise at all levels within Ireland (“the **Main Object**”).
 - 3.2 The following objects set out hereafter are exclusively subsidiary and ancillary to the Main Object set out above and these objects are to be used only for the attainment of that Main Object and any income generated therefrom is to be applied for the Main Object only. The subsidiary objects for which the Company has been established are:
 - 3.2.1 to promote the teaching and practice of Modern Pentathlon, including development of qualifications and running of courses;
 - 3.2.2 to draw up, publish, and enforce rules, regulations, guidance and policies for the control and regulation of Modern Pentathlon and associated disciplines in Ireland and to deal with any infringement thereof;
 - 3.2.3 to authorise, at its discretion, members of teams and individuals who have been selected or approved to compete in international events;
 - 3.2.4 to liaise with or belong to such organisations, including but not limited to sporting and cultural organisations, as it sees fit;
 - 3.2.5 to be fully committed to safeguarding the well-being of its members and to adopt the guidelines contained in the Code of Ethics and the Child Protection and Safeguarding Guidelines in Ireland. Every individual in the organisation shall, at all times, show respect and understanding for their rights, safety and welfare and conduct themselves in a way that reflects the principles of the organisation and the guidelines contained in the Code of Ethics and Good practice of Children’s Sport in Ireland:

- 3.2.6 to enforce, through its rules and regulations, the Irish anti-doping rules as published by Sport Ireland as amended from time to time.;
- 3.2.7 affiliate with, co-operate and comply with the regulations of the Union Internationale de Pentathlon Modern (UIPM) and European Confederation of Modern Pentathlon (ECMP);
- 3.2.8 to organise its affairs and business into the regions of Ulster, Munster, North Leinster, South Leinster and Connaught or otherwise as it shall see fit, and co-ordinate the activities of all affiliates associations and clubs in these regions or such other regions or subdivisions of regions as may be selected;
- 3.2.9 to select, organise and train Irish teams;
- 3.2.10 to arrange all Irish national championships and international competitions;
- 3.2.11 to maintain a sound financial state;
- 3.2.12 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;

4 Powers

- 4.1 In furtherance exclusively of fulfilling the foregoing Main Object and ancillary objects and so that any income generated therefrom is to be applied for the principal object only, the Company may exercise the following powers:
 - 4.1.1 to raise funds and help raise funds for charitable purposes;
 - 4.1.2 to act as consultant or adviser to any person or body in relation to the above activities;
 - 4.1.3 to promote and further the principal object of the Company by conferences, public or private meetings, discussions, publications, conducting studies and surveys, or by such other means as may be deemed desirable or necessary;
 - 4.1.4 to promote, establish, co-operate with, become a member of, any charitable association, institution or body whatsoever and whether established or incorporated in Ireland or elsewhere having objects or purposes wholly or partially similar to those of the Company;
 - 4.1.5 to advertise and make known the Company and its principal object, purposes and aims by such means as may be deemed expedient, and to solicit, reserve and hold donations, subscriptions, gifts and bequests of all kinds;
 - 4.1.6 to receive, grants, donations, contributions, subscriptions, and generally to manage, invest, develop and expend all properties and money belonging to the Company;
 - 4.1.7 to construct, build, erect, alter, enlarge, demolish, lay down, maintain, any buildings, roads, railways, bridges, walls, fences, banks,

reservoirs, waterways and waterworks and to carry out preliminary and associated works or contract, sub-contract, and join with others to carry out or complete any of the aforesaid and to work, manage and control the same or join with any person, firm or company in doing so.

- 4.1.8 to purchase, take on lease or in exchange, hire or by any other means, acquire and protect, any freehold, leasehold, or other property, or any estate or interest, any lands, buildings, roads, railways, bridges, waterways, aircraft, vessels, vehicles, machinery, engines, plant, live and dead stock, easements, rights, patents, patent rights, trade marks, brevets d'invention, registered designs, protections and concessions, licences, stock in trade and any real or personal property or rights whatsoever which may be considered necessary, advantageous or useful to the Company and to build, restore, alter, enlarge, repair, decorate, maintain, furnish and endow buildings, and to lay out, alter and maintain lands provided that such premises be for use in connection with any purposes of the Company;
- 4.1.9 to employ such officials, staff or employees as are deemed advantageous or necessary to the Company from time to time;
- 4.1.10 to provide or contribute towards the salaries, wages, or other remuneration properly arising from the employment of any person for the purposes of the Company;
- 4.1.11 to borrow, raise or secure the payment of money in such manner as the company shall think fit and in particular to issue debentures, debenture stock, perpetual or otherwise, bonds, obligations and securities of all kinds and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets, whether present or future, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake. Provided that no mortgagee or other person or Company advance money to the Company shall be concerned to enquire into the necessity or propriety of raising money or as to the amount required or the application thereof.
- 4.1.12 to guarantee, support or secure whether by mortgaging or charging all or any part of the undertaking, property and assets both present and future of the Company or both the performance and discharge or any contract, obligation or liability of a company or of any person or corporation with whom or which the company has dealings or having a business or undertaking in which the company is concerned or interested whether directly or indirectly and in particular to give security for any debts, obligations or liabilities of any company;
- 4.1.13 to invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law, and the doing of all such other things as are incidental or conducive to the attainment of the foregoing principal object. Prior permission to be obtained from the Revenue

Commissioners where it is intended to accumulate funds for a period in excess of two (2) years;

4.1.14 to draw, make, accept, endorse, discount, negotiate and issue promissory notes, bills of exchange, warrants, Bills of Lading and other negotiable or transferable instruments.

4.1.15 to effect insurances and to take such other measures as may be considered necessary or expedient for the purposes of safe-guarding and securing the Company and its Directors, Members, Employees and people using its premises and any property of which the Company may be a Trustee, Manager, Agent or Custodian, against liability, loss and damage of every description;

4.1.16 to enter into and carry into effect any arrangement with any person, firm, company or government or government body or authority that may seem conducive to the company's objects and to apply for, promote, and obtain from any person, firm, company or Government or Government body or authority any contracts, concessions, privileges, charters, decrees and rights which the company may think is desirable and to carry out and exercise and comply with same;

4.1.17 to grant pensions, 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 a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the Company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the 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.

4.1.18 to do all such other things as may to the Company in its absolute discretion be deemed incidental or conducive to the attainment of the above objects or any of them;

4.2 Provided that the Company shall not support its funds or endeavour to impose on or procure to be observed by its Members or others any regulation or restriction which if an object of the Company would make it a trade union.

5 **Limited Liability clause**

The liability of the Members is limited.

6 **Guarantee clause**

Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he or she is a member or within one year after he or she ceases being a Member, for payment of the debt and liabilities of the Company contracted before he or she ceases to be a Member, and of the costs charges, and expenses of winding up, and for the adjustment of the rights

of the contributors among themselves, such amount as may be required not exceeding €1.

7 Income and property

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) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the company;
- e) fees, remuneration or other benefit in money or money's worth to any Company of which a Director may be a member holding not more than one hundredth part of the issued capital of such Company;

8 Winding Up

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.

9 Restrictions on amendment to Memorandum and Articles of Association

- 9.1 No addition, alteration or amendments of any kind shall be made to the 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 submitted to and approved in writing by the Revenue Commissioners.
- 9.2 No addition, alteration or amendment shall be made to the objects of the Company, such that there would be non-compliance with the requirements of

section 1180(1) of the Companies Act 2014, as provided for in the provisions of this memorandum of association for the time being in force unless the same shall have been previously submitted and approved by the Registrar of Companies.

10 **Keeping accounts**

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

ARTICLES OF ASSOCIATION

MODERN PENTATHLON ASSOCIATION OF IRELAND

INTERPRETATION

1 Definitions and Interpretation

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

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

"the Act"	means the Companies Act 2014 and every statutory modification, consolidation or re-enactment thereof for the time being in force;
“Address”	includes any number or address used for the purposes of communication by way of post, electronic mail or other electronic communication;
“Age”	means the age specified in the Rules in each year;
“AGM”	means an annual general meeting; “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;
“Articles”	means these Articles of Association;
“Board”	means the directors for the time being of the Company;
“CEO”	means the Chief Executive Officer of the Company;
“Chairperson”	means the Chairperson of the Company;
“Child”	means a person under the age of eighteen years;

“Clear days”	in relation - the period of 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 and the Child Protection and Safeguarding Guidelines in Ireland”	means the Code of Ethics and the Child Protection and Safeguarding Guidelines in Ireland as published jointly by the Irish Sports Council and the Sports Council for Northern Ireland;
“Company”	means Modern Pentathlon Association of Ireland, incorporated in the Republic of Ireland;
“Directors”	means the members of the Board of Directors of the Company, or the Directors present at a meeting of the Board of Directors and includes any person occupying the position of Director by whatever name called;
“Disciplinary and Complaints Committee”	means the committee of that name referred to as such in and established pursuant to Article 38;
“EGM”	means an extraordinary general meeting of the Company;
“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, but not to vote or be counted on the quorum for the purposes of any meeting of a Relevant Body of which he/she is ex officio a member;
“Ireland”	means the Republic of Ireland and Northern Ireland;
“Member”	means a person who is admitted to membership of the Company in accordance with these Articles and whose name is entered in the register of Members of the Company;
“Office”	means the registered office for the time being of the Company;

“President”	means the Honorary President as appointed by the Board in accordance with Article 33;
“Rules”	means the uniform rules and regulations governing the operation and management of Modern Pentathlon, Biathlon, Biathle and associated disciplines in Ireland drawn up by the Board and as amended from time to time by the Board;
“Secretary”	means any person appointed to perform the duties of the secretary of the Company;
“Seal”	means the Common Seal of the Company;
“Senior Officers”	means the Chairperson, Secretary and Treasurer of the Company;

- 1.3 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.
- 1.4 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

MEMBERS

2 Membership

- 2.1 The number of Members with which the Company proposes to be registered is seven (7) but the Directors may from time to time register a decrease or an increase in the number of Members.
- 2.2 The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be Members of the Company.
- 2.3 Every applicant for membership of the Company shall apply in the manner prescribed in the Rules and all applications shall in all cases be subject to the approval of the Board. The Board may at its sole discretion accept or decline any application for Membership.
- 2.4 If the applicant is accepted for membership of the Company then on receipt from the applicant of the amount of the subscriptions payable under Article 8 the applicant’s name, date of birth, and address shall be entered upon the register of Members.

2.5 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.

3 Membership: Admission of Members

3.1 Subject to the provisions of Articles 6 and 7, membership of the Company shall be open to the following six (6) categories of membership:

- a) Competitive Adult (over 18);
- b) Competitive Youth (under 18);
- c) Student;
- d) Family;
- e) Associate;
- f) Honorary.

4 Conditions of Membership

4.1 Each Member must comply with the following conditions of membership:

- (a) that he/she agrees to be bound by the Company's Constitution and the guidelines contained in the Code of Ethics and the Child Protection and Safeguarding Guidelines in Ireland.
- (b) that he/she agrees to be bound by the Company's complaints and disciplinary procedures including any adjudication or determination made by the Disciplinary and Complaints Committee;
- (c) that he/she agrees to be bound by any other conditions as may be imposed by the Board on his/her category of membership from time to time, subject to the Constitution;
- (d) that he/she agrees to comply with the Rules, regulations, codes of conducts, bye-laws and standing orders of the Company as amended from time to time; and
- (e) that he/she pays the subscription fee due in accordance with Article 8.1.

5 Removal of Member

Any member may be removed from membership of the Company a resolution of the members in a general meeting passed by a majority of not less than two-thirds of those present and voting thereat, of which not less than fourteen days' notice specifying the intention to propose such a resolution and the grounds therefor shall have been given to the member concerned as well as to all the members of the Company at which the member concerned shall have been given an opportunity to be heard in person on his/her own behalf.

6 Membership of the company shall cease:

- (a) on the Member's death;

- (b) if the Member resigns by notice in writing to the Secretary at the registered office;
- (c) if the Board resolve that he has ceased to be a Member and notice in writing of such decision is given to him/her or sent to his/her last known address;
- (d) if the Member ceases to be a Director (otherwise than by rotation and where the person is re-elected as a director immediately following such retirement on rotation);
- (e) if the Member fails to pay any application fee, subscription or other contribution for which the Member becomes liable whilst being a Member within the period laid down by the Board for any such payments and the Board determines that membership will cease; or
- (f) upon winding up of the Company

7 Cessation of membership of the Company howsoever occurring:

- 7.1 shall not entitle the Member to repayment of the whole or any part of any contribution or subscription previously paid by him/her; and
- 7.2 shall be without prejudice to the Member's liability to pay any contribution or subscription which has become due and payable before such cessation.

8 Application or Subscription Fee Payable

- 8.1 The Company's AGM in each year shall prescribe an application or subscription fee payable on admission to membership and an annual membership and other periodic contributions payable by every Member. Such annual subscription and other periodic contributions shall be determined for each category of membership by the AGM. Any increase authorised by the AGM shall take effect only from the commencement of the next financial year. Where a Member joins during the year the full year subscription shall be due.

9 Register of Members

- 9.1 The Company shall keep an accurate and up to date register of Members at the Registered Office.

MEMBERSHIP: ADMISSION OF MEMBERS

COMPETITIVE ADULT

- 10 Competitive Adult membership is open to individuals aged 18 years and over who are not in any other category. Subject to compliance with the conditions set down in Article 4, Competitive Adult Members shall have the following rights only:

- (a) the right to compete in any competition run under the auspices of the Company, in accordance with the selection and entry policies;
- (b) the right to notice of, and to attend at, general meetings of the Company;
- (c) the right to speak at general meetings of the Company;

- (d) the right to put forward notices of motion for any general meeting of the Company subject to the Acts and to compliance with the applicable standing orders of the Company in relation thereto;
- (e) the right to stand for election to any office of the Company subject to compliance with the Company's nomination procedures as set out in Articles 71 to 74, and;
- (f) the right to vote at general meetings of the Company.

YOUTH

10. Competitive Youth membership -is open to individuals under the age of 18 years. Subject to compliance with the conditions set down in Article 4, Competitive Youth Members shall have the following rights only:
- (a) the right to compete in any competition run under the auspices of the Company, in accordance with the selection and entry policies;
 - (b) the right to notice of, and to attend at, general meetings of the Company;
 - (c) the right, where the Member is aged 16 years or older to speak at general meetings of the Company;

FAMILY

11. Family membership is open to any number of the same family, subject to a minimum of three (3), living at the same address, including students living temporarily away from home. Subject to compliance with the conditions set down in Article 4 Family Members shall have the following rights only:
- (a) the right to compete in any competition run under the auspices of the Company, in accordance with the selection and entry policies;
 - (b) the right to notice of, and to attend at, general meetings of the Company;
 - (c) the right to put forward notices of motion for any general meeting of the Company subject to compliance with the applicable standing orders of the Company in relation thereto;
 - (d) the right to speak at general meetings of the Company;
 - (e) adult members have the right to stand for election to any office of the Company subject to compliance with the Company's nomination procedures as set out in Articles 71 to 74, and;
 - (f) the right to two votes at general meetings of the Company, such votes to be attributed to adult members of the family, subject to one vote per attending adult.

ASSOCIATE

12. Associate membership is open to individuals aged 18 years and over who shall not compete. Subject to compliance with the conditions set down in Article 4, Associate Members shall have the following rights only:

- (a) the right to notice of, and to attend at, general meetings of the Company;
- (b) the right to speak at general meetings of the Company;
- (c) the right to put forward notices of motion for any general meeting of the Company subject to compliance with the applicable standing orders of the Company in relation thereto;
- (d) the right to stand for election to any office of the Company subject to compliance with the Company's nomination procedures as set out in Articles 71 to 74, and;
- (e) the right to vote at general meetings of the Company.

STUDENT

13. Student membership is open to individuals aged 18 and over in third level full time education, proof of status is required at time of application. Subject to compliance with the conditions set down in Article 4, Student Members shall have the following rights only:
- (a) the right to compete in any competition run under the auspices of the Company, in accordance with the selection and entry policies;
 - (b) the right to notice of, and to attend at, general meetings of the Company;
 - (c) the right to speak at general meetings of the Company;
 - (d) the right to vote at general meetings of the Company.

HONORARY

14. Honorary membership is a gift of the Association awarded by the Board of Management to individuals in recognition of service to the Association. Subject to compliance with the conditions set down in Article 4, Honorary Members shall have the following rights only:
- (a) the right to compete in any competition run under the auspices of the Company, in accordance with the selection and entry policies;
 - (b) the right to notice of, and to attend at, general meetings of the Company;
 - (c) the right to speak at general meetings of the Company

ANTI-DOPING

15. The anti-doping rules of the Modern Pentathlon Association of Ireland are the 2015 Anti-Doping Rules as adopted and implemented by Sport Ireland, as amended from time to time.

GENERAL MEETINGS

16. Annual General Meetings

- 17.1 All general meetings of the Company shall be held in the State.
- 17.2 The company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting and that so long as the Company holds its first Annual General Meeting within eighteen months of the date of incorporation, it need not hold it in the year of its incorporation.

18 Extraordinary General Meetings

- 18.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 18.2 The Board may, whenever it thinks fit, convene an extraordinary general meeting of the Company. 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 of the Company representing not less than 50% of the total voting rights of all the Members having a right to vote at General Meetings of the Company.
 - (c) where two-thirds of the Board resolve to convene such a meeting.
- 18.3 Subject to the provisions of the Acts, 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 Article 18.2.(c) EGMs shall be held at a time and venue and on a date as determined by the Board.
- 18.4 In case of an extraordinary general meeting called in pursuance of a requisition, no business other than that stated in the requisition as the object of the meeting shall be transacted.

NOTICE OF GENERAL MEETING

- 18.5 Forty-two (42) days' notice in writing at least of every Annual General Meeting, specifying the date and place and inviting motions and nominations shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Company
- 18.6 Twenty-one (21) days' notice in writing at least of every meeting convened to pass a Special Resolution and fourteen days' notice in writing at least of every other general meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place, and the hour of the meeting, and in the case of special business the general nature of that business shall be given in manner hereinafter

mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Company; but with the consent of the Auditors and of all the Members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, or meeting to pass a Special Resolution, a meeting may be convened by such notice as those Members may think fit.

- 18.7 Accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any Resolution passed, or proceedings at that meeting.

19 **Quorum at General Meetings**

The quorum for general meetings shall be 10 Members for the time being present in person or by proxy at the time when the meeting proceeds to business. If within half an hour of the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of the Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the 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.

PROCEEDINGS AT GENERAL MEETINGS

20 **Business at General Meetings**

- 20.1 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 subsequently circulated by the Company to the Members. 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.
- 20.2 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided ten Members personally present shall constitute a quorum.
- 20.3 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or at such other place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall constitute a quorum.
- 20.4 The Chairperson, if any, of the Board Members shall preside as Chairperson at every general meeting of the company, or if there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Board Members present shall elect one of their number to be Chairperson of the meeting. But if no Board Member is willing to act as Chairperson, or if no Board member is present

within fifteen minutes after the time appointed for the holding of the meeting, the Members present shall choose one of their number to be Chairperson of the meeting.

- 20.5 The Chairperson may, with the consent of any meeting at which a quorum is present and he 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 have been transacted at the meeting from which the adjournment took place: Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of the original meeting. Save as aforesaid, the Members shall not be entitled to any of an adjournment or of the business to be transacted at the adjourned meeting.
- 20.6 Voting by proxy shall not be permitted.
- 20.7 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is before, or on the declaration of the result of the show of hands demanded by the Chairperson or by at least three Members present in person, or by a Member or Members present in person and representing not less than one tenth of the total voting rights of all Members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairperson at the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the Minute Book 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 that resolution. The demand for a poll may be withdrawn.
- 20.8 Subject to the provisions of Article 20.10 if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairperson of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. 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.
- 20.9 Where there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
- 20.10 A poll demanded on any question shall be taken at such time 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.
- 20.11 Where a resolution(s) to amend the Company's memorandum of association and/or its articles of association is successful at a Company general meeting, that resolution shall have immediate effect from the conclusion of such meeting.
- 20.12 Prior to the day appointed for the holding of the Company AGM and subject to the Acts, the following procedure shall apply:

- 20.12.1 any proposition or motion, whether to amend the Constitution of the Company or on any other topic, shall be notified to the Secretary in writing not less than 35 clear days before the date for holding the AGM. Each such proposition shall deal with one subject only;
- 20.12.2 the Board may alter or amend or disallow any proposition or motion which offends against the Constitution of the Company and/or which the Board considers may either bring the sport 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. The Board shall inform, in writing, any Members whose proposition is altered, amended, composited or disallowed in accordance with this sub-paragraph (b) of this Article and shall then arrange for the final AGM agenda to include details of any motions or propositions to be prepared and furnished to each person entitled to receipt of notice in accordance with these Articles not later than twenty-one (21) clear days before the date fixed for holding the AGM; and
- 20.12.3 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.

21 Votes of Members

- 21.1 The voting rights which apply with respect to the different categories of Members are set out in Articles 10 to 15
- 21.2 Save as herein expressly provided, no Member other than a Member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the company in respect of his/her membership, shall be entitled to vote on any question or resolution at any general meeting.
- 21.3 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 given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting whose decision shall be final and conclusive.
- 21.4 Subject to Article 11(f), every Member present in person at a general meeting shall have one vote.
- 21.5 Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote

22 Written Resolution of Members

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

duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.

GOVERNING BODY

- 23 The Members shall, subject to and in accordance with the provisions of these Articles, elect the Board at Company AGMs. No person other than a Member of the Company shall be eligible to be a Board Member.
- 24 Unless otherwise determined by ordinary resolution, the number of Board Members shall be not more than twelve (12) and shall never at any time be less than six. The Board shall be composed of the following:
- (a) Chairperson
 - (b) Treasurer
 - (c) Secretary
 - (d) 7 Ordinary Board Members
 - (e) Athlete's Representative
- 25 The Chairperson, Treasurer and Secretary shall each be elected at an AGM when a vacancy arises, either from the completion of the term of the incumbent or in accordance with the provisions of Article 28.2 casual vacancy
- 26 The Athlete's Representative shall be elected at an AGM for a term of two (2) years and shall hold office from the conclusion of the Company AGM at which they are elected until the conclusion of the Company AGM at which their term of office expires. The Athlete's Representative shall be elected by athlete's eligible to vote at the AGM.
- 27 Where any Board Member has served as a Board Member (whether as either of or any of a Senior Officer, and/or an Ordinary Board Member) for six years (whether consecutive or not) at any time he/she may not serve as a Board Member again until at least three consecutive years have elapsed since he/she last served. For the purposes of this article, "year" means the period between the conclusion of one Company AGM and the conclusion of the next. For the avoidance of doubt any Board Member who has served as a Board Member for five years (whether consecutive or not) at any time may not seek election for a new term as a Board Member until at least three consecutive years have elapsed since he/she last served as a Board Member.
- 28 In addition, the Board shall have power at any time and from time to time, by majority resolution of the Board, to:
- 28.1 Appoint any person (who shall be an existing Board Member) to fill a casual vacancy arising amongst the Senior Officers to hold office from the date of such appointment until the conclusion of the next Company AGM; and/or
 - 28.2 Appoint any person to be an Ordinary Board Member to fill a casual vacancy (or other vacancy however arising) on the Board arising amongst the Ordinary Board Members. Such person so appointed shall hold office as an Ordinary Board Member until the conclusion of the next Company AGM after his/her

appointment and shall then be eligible for re-election subject to the provisions of these Articles. Any person to be so appointed by the Board must be a member.

- 29 Subject to the maximum periods of office provided for in these Articles a retiring Board Member shall be eligible for re-election.
- 30 The Company may by ordinary resolution of which extended notice has been given in accordance with section 146 of the Companies Act 2014 remove any Board Member before the expiration of his/her 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/her and the Company.
- 31 A vacancy created by the removal of a Board Member under Article 30 may be filled as a casual vacancy.
- 32 No Board Member shall be eligible for appointment to any paid employment in the Company.

HONORARY PRESIDENT

- 33 The Board may appoint an Honorary President and shall establish the terms and conditions of such office. The terms and conditions shall include the length of term for the Honorary President. The decision to appoint an Honorary President shall be a unanimous decision of the Board. The Board may, at its absolute discretion, terminate the term of the Honorary President.

CHAIRPERSON

- 34 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 committees where required.
- 35 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, the Treasurer, the Secretary and any relevant Standing Committees or Committees on other matters as appropriate.

TREASURER

- 36 Subject to the duties of the Board and to the provisions of the Acts, the Treasurer shall be a person with a good working knowledge of finance who shall monitor all income and expenditure of the Company, bank statements, accruals and prepayments, funding, investments and loans, the financial records of the Company, budget preparation and reporting and shall make a report at meetings of the Board and/or the Company and Company AGMs where appropriate on all financial matters of the Company.

SECRETARY OF THE COMPANY

- 37 The Secretary shall be a person with the necessary organisational skills to act as Secretary of the Company, whose duties shall include keeping the register of Members up to date, issuing notices and agenda of all meetings of the Board and of the Company (including General Meetings) within the appropriate time limits,

recording minutes of all meetings of the Board and of the Company, attending to correspondence .as Secretary of the Company on behalf of the Board, keeping all records of the Company, carrying out all such ' other administrative and management duties as the office of the Secretary of the Company requires from time to time, and dealing with queries on standing orders, bye-laws,; Rules, notices of motion and proceedings as they arise from time to time, keeping the statutory books and records of the Company up to date, making all filings on behalf of the Company to the necessary authorities and any other duties assigned to the Secretary from time to time under the Acts.

DISCIPLINARY AND COMPLAINTS COMMITTEE

- 38 The Disciplinary and Complaints Committee shall consist of three (3) persons at least one of whom shall be a Board Member. All nominees to the Disciplinary and Complaints Committee shall have the requisite qualifications as determined by the Board from time to time. The other Committee members will be appointed by the Board, at least one (1) of whom shall not be a Board Member.
- 39 The Board shall establish the terms of reference of, and procedures to be adopted by the Disciplinary and Complaints Committee and shall have the power at any time and from time to time to alter, correct, add to, delete or otherwise vary such terms of reference and/or procedures of the Committee.
- 40 Complaints and disciplinary disputes will be dealt with by. the Disciplinary and Complaints Committee. Any appeals in relation to decisions issued by the Disciplinary and Complaints Committee should be referred exclusively, Sport Dispute Resolution Service Ireland (SDRSI) within 14 days from receipt of the decision, for final and binding arbitration in accordance with the SDRSI Arbitration Rules.

CHIEF EXECUTIVE OFFICER

- 41 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 for the day to day running of the Company subject to the provisions of the Acts and shall report to the Board accordingly at its meetings and shall liaise with the Chairperson between Board Meetings.

VACATION OF OFFICE OF BOARD MEMBER

- 42 The office of a Board Member shall be vacated:
- 42.1 subject to the other provisions of these Articles, at the conclusion of the AGM of the Company next following such Board Member's election unless re-elected following successful candidature in a second or subsequent election;
or
- 42.2 if he/she 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
- 42.3 if he/she 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/her creditors generally or is a director of a company which goes into liquidation;
or
- 42.4 if he/she becomes of unsound mind; or

- 42.5 if he/she resigns his/her office by notice to the Company (whether in electronic form or otherwise); or
- 42.6 if he/she is convicted of an indictable offence, or any other offence which in the reasonable opinion of the Board adversely affects his/her position as a Board Member.
- 42.7 if, at the discretion of the Board, if a Board Member fails to attend, without due reason, three Board meetings in any 12-month period

POWERS OF THE BOARD

- 43 Subject to the provisions of the Acts, the Constitution 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 who 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 direction given by the Company in general meeting and no alteration of the memorandum or articles of association of the Company 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.
- 44 Without prejudice to the generality of Article 43, the powers of the Board Members shall include but not be limited to:
 - (a) to be responsible for the management of the affairs of the Company;
 - (b) to review reports on the income and expenditure of all Committees and all other committees;
 - (c) to approve, reject or amend any recommendation from all Committees and all other committees;
 - (d) to appoint and arrange supervision of the staff of the Company
 - (e) to arrange office accommodation for the administration and staff of the Company, and for that purpose, enter into any contract for the lease, purchase and disposal of property;
 - (f) to appoint any committees or sub-committees considered necessary;
 - (g) to consider and approve or reject all applications for national Modern Pentathlon, Biathlon and Biathle records;
 - (h) to establish appropriate terms of reference for all committees and sub-committees of the Board and Standing Committees and roles for - committee members;
 - (i) to draw up the Rules, bye-laws or other procedures for the operation of the Company and the attainment of its objectives, and amend them from time to time; and

- (j) to draw up standing orders for general meetings of the Company and amend them from time to time and circulate same to the Members.
- 45 The Board may, by power of attorney or otherwise, appoint any person 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/her powers.
- 46 The Board shall have the power to adopt, alter and repeal such Rules, bye-laws, terms of reference, procedures and standing orders 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 and articles of association of the Company and these Articles provided that no Rule, bye-law, term of reference, procedure or standing order 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 they deem sufficient to bring to the attention of the Members all such Rules, bye-laws, terms of reference, procedures, standing orders, alterations and repeals, and all such Rules, bye-laws, terms of reference, procedures and standing orders so long as they are in force, shall be binding on the Members.

PROCEEDINGS OF THE BOARD

- 47 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 three or more Board Members, call a meeting of the Board.
- 48 The Board may meet and adjourn as it thinks proper provided that it shall meet at least six (6) times in every year. It shall not be necessary to give notice of a meeting to a Board Member who is absent from Ireland.
- 49 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.
- 50 The quorum for the transaction of the business of the Board shall be the number of Board Members present in person and entitled to vote in accordance with these Articles and subject to the Acts which is equal to $(\text{HBM (RUF)} + 1)$ where "HBM (RUF)" is half of the Board Members entitled to vote at Board Meetings (rounding up fractions arising from calculating that half). Accordingly, where the number of Board Members in accordance with Article 24 who are entitled to vote is twelve (12) the quorum is seven (7).
- 51 Every Board Member 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.
- 52 A Board Member shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote in accordance with these Articles.
- 53 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.

- 54 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 committee or sub-committee, as the case may be, shall, 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, 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.
- 55 All Company contracts which the Board considers are material shall be signed for and on behalf of the Company by two Senior Officers.
- 56 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.
- 57 Any Board Member may participate in a meeting of the Board by means of conference telephone or other telecommunications equipment whereby all persons participating in the meeting can hear each other speak. Participation in a meeting in this manner shall be deemed to constitute persons in person at such meeting. Any Board Member may be situated in any part of the world for any such meeting.

BOARD MEMBERS' APPOINTMENTS AND INTERESTS

- 58 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/she is a member, on any resolution concerning a matter in which he/she has, directly or indirectly, an interest unless that interest relates to (i) the giving by him/her of a guarantee, security or other indemnity in respect of money lent to or an obligation incurred by him/her 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.
- 59 Subject to the provisions of the Acts and to the provisions of Articles 47 to 57 and provided he/she has disclosed to the Board the nature and extent of any interest, a Board Member notwithstanding his/her 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, anybody corporate promoted by the Company or in which the Company is otherwise interested;
 - (c) shall not, by reason of his/her office, be accountable to the Company for any benefit which he/she 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 of benefit.

60 For the purposes of Article 58:

- (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/her to have knowledge shall not be treated as an interest of his/hers; and
- (c) subject to Articles 47 to 57 a Board Member may not vote in respect of any contract in which he/she is interested or on any matter arising thereout.

DELEGATION OF THE BOARD'S POWERS AND COMMITTEES

61 The Board may delegate any of its powers to a committee or a sub-committee established by the Board which committees or sub-committees shall consist of at least three (3) persons. Persons who are nominated or elected to any committee or sub-committee need not be Board Members. The Board may also delegate to the CEO or to any Board Member such of their powers as they consider desirable to be exercised by him/her.

62 Any such delegation referred to in Article 61 may be made subject to any conditions the Board may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered at any time by the Board.

63 The terms of reference and detailed rules of procedure for all committees or sub-committees shall be set by the Board as amended from time to time and shall be detailed in the Rules or bye-laws of the Company.

64 The Senior Officers and the CEO shall be Ex officio members of all committees and sub-committees with the exception. of the Disciplinary and Complaints Committee and the Selection Committee. The Board may appoint any Board Member to sit on any committee or sub-committee as a liaison officer with the exception of the Disciplinary and Complaints Committee and the Selection Committee and any Board Member so appointed shall sit as an Ex officio member of such committee or sub-committee. The Board may in addition appoint any employee of the Company to sit ex officio on any committee or sub-committee appropriate to that employee's expertise with the exception of the Disciplinary and Complaints Committee.

65 Subject to Article 67, 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 Company AGM after his/her appointment.

66 No committee or sub-committee of the Board shall have disciplinary powers or powers of sanction other than the Disciplinary and Complaints Committee and all

such powers shall be vested solely in the Board subject to any delegation of same to the Disciplinary and Complaints Committee or otherwise as may be determined by the Board.

- 67 The Board may resolve by a majority resolution that it is the reasonable opinion of the Board that any committee or sub-committee of the Board is not functioning or not functioning in accordance with its respective terms of reference. If the Board resolves as aforesaid then all the members of the relevant committee or sub-committee shall cease ipso facto to hold office as such members and the vacancies created by such cessations shall be deemed to be casual vacancies which the Board may fill in accordance with Article 64 and 67.
- 68 No person shall serve on more than two committees at any time other than such persons as are appointed as Ex officio members pursuant to Article 64 or have been appointed to fill a casual vacancy under Article 65.
- 69 A committee or sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting of any committee or sub-committee shall be determined by a majority of votes of the committee or sub-committee members present and entitled to vote. Where there is an equality of votes, the Chairperson of the committee or sub-committee shall have a second or casting vote. A resolution in writing signed by all the members of any committee or sub-committee entitled to receive notice of a meeting of the committee or sub-committee and to vote thereat shall be as valid and effectual as if it had been passed at a meeting of the committee or sub-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 or sub-committee. The Board shall determine the quorum required for a valid meeting of each committee or sub-committee. All other provisions of these Articles relating to proceedings of the Board (including attendance at meetings by telephone or similar equipment) shall apply mutatis mutandis to proceedings of a committee.

EXPENSES OF BOARD MEMBERS AND COMMITTEE MEMBERS

- 70 The Board Members and any Members of any committee or sub-committee of the Board may be paid all reasonable travelling, accommodation and other expenses properly incurred and vouched by them in connection with their attendance at meetings of the Board or of 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.

NOMINATIONS

- 71 Candidates wishing to stand for election to the Board or for any office under these Articles where election at the Company AGM is required, must receive the nomination of at least three (3) Members aged 18 or over.
- 72 The names of nominees for election must be notified to the Secretary no later than 28 clear days prior to the date of the Company AGM.
- 73 A full list of nominees seeking election or re-election to the Board where election at the Company AGM is required shall be circulated to all Members subject to the notice provisions provided in Articles 84 to 94 no later than 21 Clear Days prior to the date of the Company AGM.

- 74 All candidates presenting for election shall be required to submit a brief profile of their experience and/or qualifications relative to the position they are standing for in a format prescribed by the Board and set out in the Rules.

MINUTES

- 75 The Board shall cause minutes to be made in books kept for the purpose of:
- (a) all appointments of officers made by the Company; and
 - (b) all proceedings at meetings of the Company, the Board, and all committees and sub-committees of the Board, including the names of the Members, Delegates, Board Members, committee members and sub-committee members as the case may be present at each such meeting.

THE SEAL

- 76 The Seal shall only be used 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 instrument to which the Seal is a fixed 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. Any instrument in electronic form to which the Seal is required to be affixed shall be sealed by means of an advanced electronic signature based on a qualified certificate of two (2) Board Members or of the Secretary and a second Board Member.

FUNDING

- 77 All income and expenditure of the Company shall be administered by the Treasurer acting on behalf of the Board. The Treasurer may be assisted by a sub-committee.

ACCOUNTS

- 78 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.
- 79 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.
- 80 The books of account shall be kept at the Registered Office or the place of business of the Company.
- 81 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 such meeting, together with 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, and a copy of such account, balance sheet and reports shall not less than twenty-one (21) clear days before the date fixed for the meeting be sent by post,

electronic. mail or any other means of electronic communication to all persons entitled under the provisions of the Acts to receive them. The auditors' report shall be read before the meeting as required by the Acts.

AUDIT

- 82 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 independent auditor or auditors.
- 83 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

- 84 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that notice convening a meeting of the Board need not be in writing.
- 85 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 same to him or his authorised agent;
 - (b) by leaving same at his registered address;
 - (c) by sending same, by post in pre-paid cover addressed to him at his registered address; or
 - (d) by sending same 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).
- 86 Where a notice or document is given, served or delivered in accordance with paragraph (a) or (b) of Article 85, the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the Member or his authorised agent, or let at his registered address at the case may be.
- 87 Where a notice or document or notice is given, served or delivered in accordance with paragraph (c) of Article 85, the giving, service or delivery thereof 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.
- 88 Where a notice or document is given, served or delivered in accordance with paragraph (d) of Article 85, the giving, service or delivery thereof shall be deemed to have been effected at the expiration of twelve (12) hours after despatch.
- 89 Preliminary notice of AGM shall be given to all Members at least forty-two (42) clear days prior to such meeting.
- 90 Notice of general meetings other than AGMs shall be given to all Members at least twenty-one (21) clear days prior to such meeting.
- 91 Notice of any general meeting other than AGMs shall be given in the manner authorised in these Articles to:

- (a) every Member.
- (b) the auditors for the time being of the Company; and
- (c) each Board Member;

- 92 No other person shall be entitled, as of right, to receive notice of general meetings.
- 93 Every legal personal representative, committee, receiver, curator bonis or other legal curator, assignee in bankruptcy, examiner, liquidator of any Member shall be bound by any notice given pursuant to these Articles if sent to the last registered address of a Member or sent to the address notified to the Company for the purposes of Article 85 (d) 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.
- 94 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 effectively convene a general meeting 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 via post to those Members with addresses outside Ireland or (if practical 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 same shall not invalidate the proceedings at the meeting.

INDEMNITIES

- 94 Subject to section 235 of the Act, every officer for the time being of the Company shall be entitled to be indemnified out of the assets of the Company against any losses or liabilities which he or she may sustain or incur:
- a) in defending any proceedings whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any proceedings or application referred to in or under sections 233 or 234 of the Act in which relief is granted to him or her by the court; and/or
 - b) in or about the execution of the duties of his or her office or otherwise in relation thereto.

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

Names, Addresses and Descriptions of Subscribers

Brendan Walsh
1 Glandore Court, Monkstown, Co. Dublin.

Robert Downes
Russellstown Stud, Mullingar, Co. Westmeath.

James Bailey
Cluain Orna, The Leas, Swords, Co. Dublin

Carolyn Lanigan O'Keeffe
Monkstown Road, Monkstown, Co. Dublin.

Theresa O'Reilly
Innisfree, Barrymore, Athlone, Co. Roscommon

Michael Collins
Innisfree, Barrymore, Athlone, Co. Roscommon

Marie Bailey
Cluain Orna, The Leas, Swords, Co. Dublin

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

Dated the _____ day of _____ 2019

Witness to the above Signatures:

Name: _____

Address: _____

