



COMPANIES ACT 2014

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

CONSTITUTION

OF

CARA SPORT INCLUSION IRELAND COMPANY LIMITED BY GUARANTEE

Incorporated on the 6th of August 2010

(As amended by Special Resolution on the 25th of September 2020)

Company Number: 487427

MEMORANDUM OF ASSOCIATION OF CARA SPORT INCLUSION IRELAND

1. INTRODUCTION

- 1.1 The name of the Company (hereinafter called "the Company") is CARA Sport Inclusion Ireland Company Limited by Guarantee.
- 1.2 The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.
- 1.3 The registered office of the Company will be situated in Ireland.

2. OBJECTS

- 2.1 The main object for which the Company is established is:

To carry on the business of developing, promoting, supporting and to advocate for opportunities for people with disabilities.
- 2.2 In furtherance of the above main object, the company may also have the powers:
- 2.3 To act as the national support and advocacy agency to enhance community disability sport and physical activity in Ireland;
- 2.4 To educate, foster, promote, develop and raise awareness of disability sport and inclusive physical activity at local, regional and national level across Ireland;
- 2.5 To raise the standard of disability sport and inclusive physical activity in Ireland;
- 2.6 To advance learning, education and networking opportunities for the sport and physical activity sector specific to inclusion in sport and physical activity;
- 2.7 To act as a consultative body to Government, state agencies and other representative or public bodies impacting on inclusion in sport and physical activity;
- 2.8 To facilitate joint co-operation and action on matters of common interest;
- 2.9 To provide occasions wherein the opinions and views of people with disabilities, parents/carers and professionals within the leisure, sport and fitness organisations can be aired and heard;
- 2.10 To maintain and develop national and international contacts for the advancement of inclusion of people with disabilities in sport and physical activity in Ireland;
- 2.11 To play a leadership role in actively raising the profile of the participation of people with disabilities in sport and physical activity;
- 2.12 To participate and co-operate with Sport Ireland, Healthy Ireland and other public bodies in respect of grant monies and any other programmes which they might initiate or participate in;

- 2.13 To promote, through its Rules and regulations, adherence to the Child Protection Guidelines and Code of Ethics for Children’s Sport issued by the relevant regulatory authorities in Ireland and as amended from time to time
- 2.14 To assume the funds, assets, rights, debts and liabilities of the CARA Sport Inclusion Ireland; and
- 2.15 To maintain the Company as an independent body
- 2.16 To carry on any business which may be seen by the Company as capable of being conveniently carried on in connection with the above object or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests;
- a) subject to such consents as may be required by law, to purchase, take on, lease, 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 object 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;
 - b) 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;
 - c) to invest funds of the Company not immediately required for its purpose in or upon such investments, securities or property as it may think fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
 - d) to adopt, publish, amend and administer from time to time Rules, regulations, codes and standards for Members of 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 Rules, regulations, codes and standards as may be adopted or promulgated by the Company and to govern Members or persons in any way connected with the objectives of the Company;
 - e) 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 objectives of the Company or providing for the expenses of the Company;

- f) 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;
- g) to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or ex-employees of the Company (excluding Non-Executive Board Members and ex-Board Members) or the dependents or families of such persons, and to grant pensions and allowances to and to make payments towards insurance of such persons; and
- h) 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.

2.17 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.

2.18 PROVIDED ALWAYS THAT: -

- a) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts; and
- 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.

3 NOT FOR DISTRIBUTION

3.1 The income and property of the Company shall be applied solely towards the promotion of its main object 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 employee or servant of the Company (not being a Non-Executive Director) for any services rendered to the company;
- b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate per annum on money lent by Directors to the Company;
- c) reasonable and proper rent for premises demised and let by any Director
- d) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company.

4. WINDING UP

- 4.1 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.
- 4.2 In the event of the Company being wound up, every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he/she is a member, or within one Year afterwards, for payment of the debts and liability of the Company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding €1.

5 ADDITIONS, ALTERATIONS OR AMENDMENTS

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

6. KEEPING OF ACCOUNTS

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

ARTICLES OF ASSOCIATION

1. INTREPRETATION

1.1. In these Articles, unless the context otherwise requires:

Act means the Companies Act 2014.

AGM means the Annual General Meeting of the Company.

Articles means these Articles of Association of the Company as amended from time to time.

Auditors means the auditors or auditor for the time being of the Company.

Board means the Board of Directors for the time being of the Company.

Chairperson means the person (if any) for the time being holding such office having been appointed thereto under the terms of these Articles.

Committee means a committee to which the Board shall have delegated powers pursuant to the provisions of these Articles.

Company means the Company whose name appears in the heading to these Articles.

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

Non-Executive Directors means the directors for the time being of the Company or directors present at a meeting of directors / Board, and reference to a "Director" shall be construed accordingly.

EGM means an Extraordinary General Meeting of the Company.

Members means members of the Company as provided for in these Articles.

Memorandum of Association means the memorandum of association for the time being of the Company.

Month means calendar month.

Officers means such Directors appointed as Chairperson, Secretary or to such other office by the Board from time to time in accordance with these Articles.

Rules means the rules of the Company as may be amended from time to time.

Seal means the common seal of the Company.

Company Secretary means any person appointed to perform any of the duties of secretary of the Company and includes a deputy or assistant secretary.

Statutes means the Companies Act 2014 and every statutory modification or re-enactment thereof for the time being in force concerning companies and affecting the Company and every other act or statutory instrument concerning companies and affecting the Company.

Year means calendar year.

- 1.2 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 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;
- 1.3 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 on which these Articles became binding on the Company.
- 1.4 References to any provision of the Act shall be construed as a reference to any statutory modification or re-enactment thereof from time to time in force.
- 1.5 The headings and captions included in these Articles are inserted for convenience of reference only and shall not be considered a part of or affect the construction or interpretation of these Articles.

2. MEMBERS

- 2.1 All Directors shall, on appointment, become members of the Company.
- 2.2 Eligibility and application procedures for membership shall be determined by the Board from time to time.
- 2.3 Members shall comply with any Rules or regulations applicable to them
- 2.4 Membership of the Company shall cease automatically on any Member's death and where:
 - a) any Member submits notice in writing to the Company Secretary resigning from Membership;
 - b) any Member becomes bankrupt or insolvent or compounds with his/her creditors of being a Company or corporation enters into liquidation either voluntary or compulsory or if a receiver is appointed over its assets;
 - c) a determination is made to terminate his/her membership in accordance with the Complaints & Disciplinary Procedures and Rules or the Rules.
 - d) any member retires, is removed or otherwise ceases to be a Member.
- 2.5 Members may be expelled from the Company by a resolution of the Board passed by a majority of not less than three-quarters of those present when voting at a meeting of which not less than twenty-one days' notice specifying the intention to propose such resolution on the grounds therein shall have been sent to the member concerned as well as to all the members of the Board at which the member concerned shall have been given the opportunity to be heard.

- 2.6 An appeal against any such resolution of the Board, or an appeal against any other resolution of the Board, may be made by the member concerned in accordance with the disciplinary procedures in place at the time the offence was discovered.
- 2.7 Any member expelled under the provisions of the Articles shall forthwith forfeit all the privileges of membership and shall continue to be liable for any subscription due to have been paid prior- to the date of expulsion or for any other obligation incurred before that date.
- 2.8 Membership of the Company shall not be transferable.

3 ANNUAL GENERAL MEETING

- 3.1 Annual general meetings of the Company shall be held in the State
- 3.2 The Company shall in each Year hold a general meeting as its annual general meeting in addition to any other meeting in that Year and shall specify the meeting as such in the notices calling it. Not more than 15 Months shall elapse between the date of one annual general meeting of the Company and that of the next.
- 3.3 All general meetings other than annual general meetings shall be called extraordinary general meetings and shall be held in the State.
- 3.4 The Non-Executive Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as is provided by sections 178 and 1203 of the Act. If at any time there are not sufficient Directors capable of acting to form a quorum, any Director or any five members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

4 NOTICE OF GENERAL MEETINGS

- 4.1 Subject to sections 181, 191, 193 and 1208 of the Act, an annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the day, the place and the hour of the meeting and the general nature of the business to be transacted at that meeting, in the case of a proposed special resolution, the text or substance of that proposed special resolution, and shall be given in manner authorised by these Articles to such persons as are under these Articles entitled to receive such notices from the Company.
- 4.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.
- 4.3 A notice may be given by the Company to any member either personally, by email, or by sending it by post to them to their registered address. A notice given by email shall be deemed to have been given at the same time as it is transmitted. Where a notice is sent by post,

service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have effect in the case of the notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

- 4.4 Notice of every general meeting shall be given in any manner hereinbefore authorised to:
- a) every member entitled to attend and vote thereat;
 - b) every Director; and
 - c) the Auditors.

5 PROCEEDINGS AT GENERAL MEETINGS

- 5.1 The Chairperson, shall preside as Chairperson at every general meeting of the Company, but, where there is no Chairperson, the Directors present shall elect one Director to be Chairperson of the meeting.
- 5.2 The business of the annual general meeting shall include:
- a) the consideration of the accounts, balance sheets and the reports of the Directors and Auditors;
 - b) the appointment of Directors in place of those retiring;
 - c) the re-appointment of the retiring Auditors;
 - d) the fixing of the remuneration of the Auditors;
 - e) to receive and consider the minutes of the preceding AGM;
 - f) the presentation to the members of the Company's affairs; and
 - g) the consideration of all such other business as provided for by the agenda.
- 5.3 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Five members present in person and entitled to vote on the business to be transacted shall be a quorum.
- 5.4 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon 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 to such other day and at such other time and place as the Directors 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 member or members present shall be a quorum.

6 ADJOURNMENT

- 6.1 The Chairperson of the meeting may, with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be

given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

7. POLL

- 7.1 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:
- a) by the Chairperson of the meeting; or
 - b) by at least three members present in person at the meeting; or
 - c) by any member or members present in person and representing not less than ten per cent of the total voting rights of all the members having the right to vote at the meeting.
- 7.2 Unless a poll is demanded as aforesaid, a declaration by the Chairperson of the meeting that a resolution has, on a show of hands, 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 such resolution.
- 7.3 A poll demanded on the election of a Chairperson of a meeting or on any question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time and place as the Chairperson of the meeting may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
- 7.4 Except as provided in these Articles, if a poll is duly demanded it shall be taken in such manner as the Chairperson of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 7.5 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.

8. WRITING IN RESOLUTION

- 8.1 Subject to provisions of the Act, 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, and such resolution may consist of one document or two or more documents to the same effect each signed by one or more members.

9. VOTES OF MEMBERS

- 9.1 Every member who is entitled to attend and vote at General Meetings shall have one vote.
- 9.2 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.
- 9.3 Votes may only be given by members personally and voting by proxy shall not be permitted.

10. DIRECTORS' GENERAL AUTHORITY

- 10.1 Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

11. POWERS AND DUTIES OF DIRECTORS

- 11.1 The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Acts or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles, to the provisions of the Acts and to such directions, being not inconsistent with the aforesaid Articles, Rules or provisions, as may be given by the Company in general meeting; but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.
- 11.2 The Directors may from time to time make, vary and amend Rules, policies, regulations, codes, terms of reference or standing orders as they deem necessary for the regulation of the affairs of the Company and the conduct of its Officers, servants and Members provided that no provisions shall be made which are inconsistent with the provisions of the Act or the Memorandum of Association and the Articles for the time being of the Company or which would amount to such an addition or alteration of these Articles as could legally only be made by special resolution passed and confirmed in accordance with the Act. Any such provisions shall bind all Members.
- 11.3 The Directors may exercise all powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and, subject to sections 69 and 70 of the Act, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- 11.4 The Directors may from time to time and at any time by power of attorney appoint any Company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be attorney or attorneys of the Company for such purposes and with such

powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles or the Rules) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him/her.

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

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

- a) Of all appointments of Officers made by the Directors;
- b) Of the names of the Directors present at each meeting of the Directors and of any Committee; and
- c) Of all resolutions and proceedings at all meetings of the Company and of the Directors and of Committees.

11.7 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held.

11.8 The Company may, by Ordinary Resolution of which extended notice has been given in accordance with sections 146 and 1198 of the Act if required by that section, remove any Director before the expiration of his/her period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director.

11.9 The Company may, by ordinary resolution, appoint another person in place of a Director removed from office under the last preceding Article, and, without prejudice to the powers of the Directors to appoint any person to be a Director, may appoint any person to be a Director either to fill a casual vacancy or as an additional Director, provided that any such Director appointed under this Article is appointed in compliance with the Articles.

12. COMMITTEES

12.1 The Directors may delegate any of their powers to Committees as they think fit. The remit and constitution of such Committees shall be determined by the Board from time to time.

12.2 The Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

- 12.3 The Board may make Rules of procedure for all or any Committees, which prevail over Rules derived from the Articles if they are not consistent with them.
- 12.4 Any individual may be appointed as a Committee Member.
- 12.5 The Directors shall appoint any individual as a Committee Member in accordance with the terms of reference of the relevant Committee. The Committee Members shall be appointed for a term of four years from the date of appointment (“the Committee Term”). The Committee Members may serve for a maximum of two Committee Terms unless otherwise agreed by the Board.

13. DIRECTORS CONFLICT OF INTEREST AND LOYALTY

- 13.1 A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of her/his interest at a meeting of the Directors in accordance with section 231 of the Act.
- 13.2 Director may not vote in respect of any contract, appointment or arrangement in which she/he is interested, and she/he shall be counted in the quorum present at the meeting.
- 13.3 Any Director may act by himself/herself or their firm in a professional capacity for the Company, and shall be entitled to remuneration for professional services as if they were not a Director, but so that no member of the Board of Directors or a Committee of the Board of Directors shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit or moneys worth shall be given by the Company to any member of such Board of Directors or Committee of the Board of Directors, except repayment of out of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company, provided that the provision last aforesaid shall not apply to any payment to any Company of which a member of the Board of Directors or Committee of the Board of Directors may be a member, and in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits they may receive in respect of any such payment, but nothing herein contained shall authorise a Director or his/her firm to act as Auditors.

14 CALLING A DIRECTORS' MEETING

- 14.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company Secretary (if any) to give such notice.
- 14.2 Notice of any Directors' meeting must indicate: -
- a) its proposed date and time;
 - b) where it is to take place; and

- c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

14.3 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

15. PARTICIPATION IN DIRECTORS' MEETINGS

15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:-
a) the meeting has been called and takes place in accordance with the Articles; and
b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

15.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

16. QUORUM FOR DIRECTORS' MEETINGS

16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 The quorum for the transaction of business at a meeting of Directors shall be five Directors.

16.3 For the purposes of any meeting (or part of a meeting) held to authorise a Conflict, if there is only one Director in office other than the Interested Director(s) the quorum for such meeting (or part of a meeting) shall be one Director.

16.4 If the total number of Directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision to appoint further directors.

16.5 Each meeting of Directors shall be chaired by the Chairperson or in the Chairperson's absence, another Director present at the meeting, as determined by the Directors in attendance.

17. PROCEEDINGS OF DIRECTORS MEETINGS

- 17.1 The Chairperson may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Any Director may waive notice of any meeting, and any such waiver may be retrospective.
- 17.2 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit but shall meet at least four times a year.
- 17.3 The Chairperson, shall preside as Chairperson at every meeting of the Directors, but, where there is no Chairperson, or the Chairperson is not present and willing to act, the Directors present shall elect one Director to be Chairperson of the meeting.
- 17.4 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting will 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 Directors 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 Directors present will be a quorum.
- 17.5 Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes, the Chairperson of the meeting shall have a second or casting vote.
- 17.6 A Director may not vote in respect of any contract or arrangement in which he is interested or any matter arising in respect of any such contract or arrangement. A director who is in any way, directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his or her interest at the Board meeting at which the question of entering into the contract is first raised, or at the next meeting held after he or she became so interested
- 17.7 For the purpose of these Articles, the contemporaneous linking together by telephone or other means of audio communication of a number of Directors not less than the quorum shall be deemed to constitute a meeting of the Directors, and all the provisions in these Articles as to meetings of the Directors shall apply to such meetings.
- 17.8 Each of the Directors taking part in the meeting must be able to hear each of the other Directors taking part.
- 17.9 At the commencement of the meeting each Director must acknowledge their presence and that they accept that the conversation shall be deemed to be a meeting of the Directors.
- 17.10 A Director may not cease to take part in the meeting by disconnecting their telephone or other means of communication unless he/she has previously obtained the express consent of the

Chairperson of the meeting, and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he /she has previously obtained the express consent of the Chairperson of the meeting to leave the meeting as aforesaid.

- 17.11 A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairperson of the meeting.

18. THE BOARD

- 18.1 The Company shall be governed by the Board, who will exercise the powers not reserved to General Meetings. Unless otherwise determined by ordinary resolution, the number of Board members shall not be more than twelve (12) and shall never at any time be less than five (5).

- 18.2 The Board shall consist of but shall not be limited to the following Directors:

- a) a Chairperson who shall be nominated by the Board following the procedure set out in these articles.
- b) a Company Secretary
- c) a Finance Director
- d) a maximum of up to a further 10 Directors recruited and appointed by the Board or the AGM in accordance with the Articles.

- 18.3 The Board may fill a vacancy by appointing a person who is willing and suitable to act as a Director in accordance with the relevant role requirements and appointment process as provided for at section 19 hereunder.

- 18.4 The CEO shall not be a Director but shall be invited to attend and take part in the Board meetings on a non-voting basis, save when the Board are discussing issues relating to the CEO.

- 18.5 The Board shall appoint a Chair on the recommendation of the appointments panel and based on criteria agreed by the Board required for the role of the Chair. The Board shall have the power to remove the Chair and replace that person with a Director until such time that a new Chair is appointed in accordance with this article.

- 18.6 The Chair's Term of Office shall be four years with a maximum of two terms. (In the event that a Chair has previously been a Director, their term as a Director shall not affect their entitlement to the full term as the Chair).

- 18.7 The Board shall appoint the Non-Executive Directors on the recommendation of the Appointments Panel based on the criteria agreed by the Board for the role of the Director. In appointing Directors, the Appointments Panel shall give fair consideration to the need for a balanced, diverse and skills led Board.

- 18.8 The maximum term of office for a Director is four years with a maximum of two consecutive terms.

- 18.9 A Director shall not be entitled to appoint any person to be an alternate or substitute Director.
- 18.10 No person may be a Director of the Company unless he or she has attained the age of 18 years.
- 18.11 Any purported appointment of a Director without that person's consent shall be void.

19 BOARD RECRUITMENT

- 19.1 The Board shall implement an objective recruitment process in order to identify suitable candidates to be appointed as directors of the Company.
- 19.2 A recruitment panel may be established by the existing Board prior to identifying candidates for the role of Director. A previously established recruitment panel may, at the discretion of the Board, remain constituted and effective for more than two appointments. Positions on the recruitment panel shall, where possible, be offered to at least two existing directors, one senior employee of the Company and up to two external nominated representatives should it be required. The final composition of each recruitment panel shall be at the discretion of the Board.
- 19.3 The Board may determine that a differently constituted recruitment panel be established to recruit candidates for the position of Chairperson. The Board shall, at its discretion, identify the procedure for the appointment of the Chairperson from time to time.

20. CHAIRPERSON

- 20.1 Notwithstanding any other term of the Articles or otherwise, any Director who is appointed Chairperson during their term of office as a Director may serve for a 4 Year term of office as Chairperson from the date of such appointment as Chairperson (not the date of appointment as a Director) and shall be eligible for appointment for a further 4 Year term as Chairperson subject always to serving a maximum two terms consecutively as Chairperson. The Chairperson shall immediately retire at the next AGM, upon the 8 Year anniversary of his/her initial appointment as Chairperson.

21. STATUTORY REMOVAL AND REPLACEMENT

- 21.1 The Company may, by Ordinary Resolution of which extended notice has been given in accordance with sections 146 and 1198 of the Act if required by that section, remove any Director before the expiration of his/her period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director.

21.2 The Company may, by ordinary resolution, appoint another person in place of a Director removed from office under the last preceding Article, and, without prejudice to the powers of the Directors to appoint any person to be a Director, may appoint any person to be a Director either to fill a casual vacancy or as an additional Director, provided that any such Director appointed under this Article is appointed in compliance with the Articles.

22. TERMINATION OF DIRECTORS APPOINTMENT

22.1. The office of Director shall be vacated if the Director:

- a) is adjudged bankrupt or makes any arrangement or composition with his/her creditors generally;
- b) becomes prohibited from being a Director by reason of any order made under Schedule 3 Part VI of the Act;
- c) resigns his or her office by notice in writing to the Company;
- d) is convicted of an indictable offence unless the Directors otherwise determine;
- e) is absent for more than 6 Months or from 50% of all Board and/or Committee meetings within a 12 Month period, without permission of the Directors, and the Directors pass a resolution that by reason of such absence he or she has vacated office;
- f) is removed from office of Director pursuant to section 146 and 1198 of the Act;
- g) holds any other office or place of profit under the Company beyond the extent permitted by Clause of the Memorandum of Association; or
- h) is directly or indirectly interested in any contract with the Company and fails to disclose their interests in a manner required by Section 231 of the Act as amended by Section 231 of the Act.
- i) is required in writing by all his or her co-Directors to resign;
- j) dies in office or the health of the director is such that he or she can no longer be reasonably be regarded as possessing an adequate decision-making capacity

23. REMUNERATION OF DIRECTORS

23.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at: -

- a) meetings of Directors or Committees of Directors;
- b) general meetings; or
- c) separate meetings of the holders of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company and subject to the production of valid proof that such expenses have been incurred.

23.2 Except for any Director employed as an executive Director, the director shall not be entitled to any other remuneration or fee in connection with their office or the performance of their duties as directors.

23.3 Any Director may act by themselves or their firm in a professional capacity for the Company, and shall be entitled to remuneration for professional services as if they were not a Director,

but so that no member of the Board of Directors or a Committee of the Board of Directors shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit or moneys worth shall be given by the Company to any member of such Board of Directors or Committee of the Board of Directors, except repayment of out of pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company, provided that the provision last aforesaid shall not apply to any payment to any Company of which a member of the Board of Directors or Committee of the Board of Directors may be a member, and in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he/she may receive in respect of any such payment, but nothing herein contained shall authorise a Director or his/her firm to act as Auditors.

24. APPOINTMENT OF CEO

24.1 As per Article 18.5, the CEO shall not be a member of the Board (but shall attend all Board meetings, unless requested otherwise by the Board) and shall hold office on such terms and conditions as the Board may determine. The CEO shall be responsible for implementing the strategies and policies adopted by the Board and Board (if established), for the engagement of staff for the Company in accordance with the requirements of the Board, subject to the provisions of the Act, for the day to day running of the Company and shall report to the Board accordingly at its meetings.

25. COMPANY SECRETARY

25.1 The CEO will be appointed as the Company Secretary by the Directors for such term, and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

25.2 A provision of the Statutes 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.

26. SEAL

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

27. ACCOUNTS

27.1 The Directors shall cause proper books of accounts to be kept relating to:

- a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- b) all sales and purchases of goods by the Company; and
- c) the assets and liabilities of the Company.

- 27.2 Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
- 27.3 The books of account shall, subject to sections 274 to 286 of the Act, be kept at such place as the Directors think fit and shall at all reasonable times be open to the inspection of the Directors.
- 27.4 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members who are not Directors, and no member who is not a Director shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Directors or by the Company in general meeting.
- 27.5 The Directors shall from time to time cause to be prepared and to be laid before the annual general meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by the Statutes to be prepared and laid before the annual general meeting of the Company.
- 27.6 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the annual general meeting of the Company together with a copy of the Directors' report and Auditors' report shall, not less than 21 days before the date of the annual general meeting, be sent to every person entitled under the provisions of the Statutes to receive them.

28. AUDIT

- 28.1 Auditors shall be appointed, and their rights and duties regulated in accordance with the Statutes.

29. RECORDS OF DECISIONS TO BE KEPT

- 29.1 The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors
- 29.2 Where decisions of the Directors are taken by electronic means, such Decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.

30. RULES

- 30.1 The Directors may establish Rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company. If there is a Conflict between the terms of these Articles and any Rules established under this Article, the terms of these Articles shall prevail.

31. NOTICES

- 31.1 A notice may be given by the Company to any member either personally, by email, or by sending it by post to their registered address. A notice given by email shall be deemed to have been given at the same time as it is transmitted. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have effect in the case of the notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post. The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors
- 31.2 Notice of every general meeting shall be given in any manner hereinbefore authorised to:
- a) every member entitled to attend and vote thereat;
 - b) every Director; and
 - c) the Auditors.
- 31.3 A person present at a general meeting in person will be deemed to have received notice of the meeting, and, where requisite, of the purposes for which it was called.

32. INDEMNITY AND INSURANCE

- 32.1 Subject to section 235 of the Act, but without prejudice to any indemnity to which relevant officer is otherwise entitled:
- a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him/her as a relevant officer in the actual or purported execution and/or discharge of his/her duties, or in relation to them, including any liability incurred by him/her in defending any civil or criminal proceedings, in which judgment is given in his/her favour or in which he/she is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his/her part or in connection with any application in which the court grants him/her, in his/her capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated Company's) affairs; and
 - b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him/her in connection with any proceedings or application referred

to in these Articles and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 32.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.
- 32.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

33. DISPUTE RESOLUTION

- 33.1 Subject to all internal avenues of appeal having been exhausted, this Article shall apply to any dispute or difference arising out of, in connection with or under these Articles or any rules, bye-laws, codes, policies or equivalent of the Company.
- 33.2 This shall include without limitation any dispute arising out of, under or in connection with the legality of any decision made or procedure used by the Company or any part of it.
- 33.3 This shall include without limitation any dispute arising out of, under or in connection with the legality of any decision made or procedure used by the Company or any part of it.
- 33.4 Each such dispute or difference shall be referred to Sports Dispute Solutions Ireland (“SDSI”) for final and binding arbitration by a single arbitrator in accordance with the SDSI Arbitration Rules and in accordance with the Arbitration Act 2010 as amended.
- 33.5 This Article shall also apply to every Member. Each such Member is bound to refer any dispute or difference which remains unresolved after all internal avenues of appeal have been exhausted to SDSI arbitration in accordance with sub-article 81b above.
- 33.6 The provisions of this Article shall apply notwithstanding any other provision to the contrary contained within these Articles of Association and/or any other Rules, bye-laws, codes, policies or equivalent of the Company from time to time. This Article applies notwithstanding the level within the Company that any such dispute or difference occurs in the first instance.
- 33.7 The effect of this Article is to prohibit any party to such dispute or difference from commencing legal proceedings before the Courts