

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

**CONSTITUTION**

**OF**

**IRISH GYMNASTICS COMPANY LIMITED BY GUARANTEE**  
**(as amended by special resolution on 26<sup>th</sup> June 2016)**

**(as amended by special resolution on 11<sup>th</sup> July 2010)**

**MEMORANDUM OF ASSOCIATION**

1. The name of the company (hereinafter referred to as "the Company") is Irish Gymnastics Company Limited by Guarantee which is a company limited by guarantee and not having a share capital.

2. (a) The main objects for which the company is established is:

To govern and promote in Ireland the sport of gymnastics in all its forms on an amateur basis, which includes Women's Artistic, Men's Artistic, Rhythmic, Trampoline, Acrobatic, Tumbling, Gymnastics For All, Aerobic and all other related disciplines and sports for all persons.

(b) In pursuance of the above principal object the Company shall have the following subsidiary objects:

- i. establish friendly and loyal co-operation between all members of the Company (hereinafter called "**Members**") for the benefit of the sport of gymnastics;
- ii. strive to ensure that no racial, religious, political or other kind of discrimination be allowed in the sport of gymnastics, and take all practicable measures to stop such discrimination;
- iii. strive to secure that there shall be no hindrance to the participation of any country or individual in gymnastics competitions on racial, religious or political grounds, and to ensure that there be no such hindrance in gymnastics meetings over which the Company has control;

- iv. compile articles and regulations governing national competitions for men and women of all ages and abilities in gymnastics;
- v. decide any dispute that may arise between Members if called upon to do so;
- vi. enforce through its rules and regulations, the Irish Anti-Doping Rules as published by Sport Ireland as amended from time to time;
- vii. co-operate and comply with the rules and regulations of the Federation Internationale De Gymnastique (**FIG**) and co-operate with such other sporting associations as the Board shall deem appropriate from time to time;
- viii. promote, through its rules and regulations, adherence to the Code of Ethics and Good Practice for Children's Sport as published by the relevant regulatory authorities in Ireland and as amended from time to time; and
- ix. promote, through its rules and regulations, adherence to the Child Protection' Guidelines' issued by the relevant regulatory authorities in Ireland and as amended from time to time;

c) In furtherance of the above objects, but not otherwise, the Company shall have the following powers which it may exercise at its discretion:

- (i) to carry on any business which may be seen by the Company as capable of being conveniently carried on in connection with the above main objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests;
- (ii) To make and publish where necessary, rules and regulations for the governance of the sports set out at (a) above.
- (iii) To provide and seek representation for the Company in Ireland and internationally.
- (iv) To determine any matter referred to the Company under the provisions of the Rules and Regulation published by the Company and authorised by the Board which may be amended thereby from time to time.

- (v) To acquire, whether on lease or by purchase any estate, interest of tenure, whether in fee-simple, or for a freehold or leasehold or any other tenancy, estates, houses or portion thereof, buildings lands or other hereditaments, or to build, restore, alter, enlarge, repair, decorate, maintain, furnish and endow buildings, and to layout, alter and maintain lands provided that such premises be for use in connection with the main object of the company.
- (vi) To provide real and personal property of any nature to be held and applied for the main object of the company.
- (vii) To improve, work, manage, cultivate, develop, exchange, lend, licence, lend on lease or otherwise, mortgage, charge, sell, alienate, dispose of, turn to account, or grant rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the company.
- (viii) Subject to the provisions of clause 4 herein, to provide or contribute towards the salaries, wages, stipends or any other reward or remuneration properly arising from the employment of any person for the purposes of the company.
- (ix) Subject to the provisions of clause 4 herein, to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences for the purpose of providing pension and similar benefits for employees or ex-employees of the Company (excluding Board Members and ex-Board Members but this shall not preclude a Board Member or ex-Board Member from receiving such benefits as a result of having been such an employee) or the dependants or families of such persons, and to grant pensions and allowances to and make payments towards insurance of such persons;
- (x) To borrow or raise money in such a manner as the company shall deem fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise, 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 undertaken thereby. Provided that no mortgage or other person or company advancing money or finance 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;
- (xi) To recruit a financial assistant.
- (xii) To invest any monies of the Company that it deems necessary to invest in any manner which may be thought fit and whether trustee investments or otherwise

or in the purchase of freehold or leasehold properties with power from time to time to vary such investments.

- (xiii) To do all such things as may to the Company in its absolute discretion be deemed incidental and conducive to the attainment of all the above main objects.
  - (xiv) To take into membership or assimilate all persons, both natural and legal, who in the discretion of the Board are suitable and will assist in the promotion of the aims and objects of the Company and also strive to consolidate gymnastics activities and kindred sports organisations within the Company.
  - (xv) to levy, charge, collect and receive subscriptions, levies, fees and other payments from persons whether Members or not and expend the same in furthering all or any of the objects of the Company or providing for the expenses of the Company;
3. It is hereby expressed declared that each of the sub-clauses expressed in 2 above shall operate and be construed independently of the other thereof, and none of the objects mentioned therein shall be deemed to be subsidiary or dependent on any other object set out therein, provided always that the provisions of that clause shall be subject to the Company obtaining where necessary for the purpose of carrying any of its objects into effect, such licence, permit or authority that may be required by law.
4. 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 the way of profit, to the members of the Company. No officer shall be appointed to any office of the Company paid by salaries 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 of the Company (not being an Officer) for any services rendered to the Company;
  - b) Interest at a rate not exceeding 5% per annum on money lent by Officers 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 an Officer) to the Company;
  - d) Reasonable and proper out-of-pocket expenses incurred by any Officer 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 an Officer may be a member holding not more than one hundredth of the issued capital of such company.

5. The Liability of the members of the Company is limited to the sum guaranteed by each member thereof
6. In the event of the Company being wound up every member who is a member of the Company at that time or who was a member within one year of that undertakes to contribute to the assets of the Company for the payment of the debts and liabilities thereof which were contracted prior to the date *s/he* ceased to be a member thereof and the costs, charges and expenses of winding up and for the adjustment of the rights and of the contributor among themselves such amount as may be required not to exceed the sum of 5 Euros.
7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, and 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 its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 hereof 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.
8. No addition, alteration or amendment shall be made to or in the provisions of this constitution for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.
9. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

## ARTICLES OF ASSOCIATION

### 1. Interpretation

The provisions of the Act (as defined below) shall apply to the Company save to the extent that this constitution provides or states otherwise.

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

**"The Act"** means the Companies Act 2014.

**"Affiliate"** means a person or entity including a club, regional association or national association accepted as an affiliate in accordance with Article 17 hereof.

**"Articles"** these articles of association of the Company as amended from time to time;

**"Board"** means the group of persons elected or appointed under these Articles to manage the affairs of the Company as a board from time to time and provided a quorum be present all thing done thereby shall be deemed to have been done by the Board.

**"CEO"** means the chief executive officer of the Company as appointed from time to time;

**"Chair"** means the Chair of the Company.

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

**"Club"** means any club involved in the teaching, operation and/or management of the Sport in Ireland which is affiliated to the Company in accordance with these Articles and the Rules;

**"Committee"** means any committee or sub-committee established by the Board.

**"Complaints and Disciplinary Rules and Procedures"** means the Complaints and Disciplinary Rules and Procedures adopted by the Board as amended from time to time.

**"Complaints and Disciplinary Committee"** means the committee established by the Board to oversee the Complaints and Disciplinary Rules and Procedures.

**"Connected Person"** means a spouse, parent, guardian, brother, sister or child of any Member, an employee of the Company or a person who has held an influential position within the Company within the past 3 years.

**"Deputy Chair"** means the Deputy Chair of the Company.

**"Ethics and Welfare Guidelines"** means any codes of ethics, child welfare guidelines, protections or good practices as the Company may adopt or establish and amend from time to time. An up to date copy of all such documentation will be maintained in the Appendices to the Rules.

**"FIG"** means the Federation Internationale de Gymnastique.

**"Independent Officer"** means the Board member appointed pursuant to Article 43 f) or otherwise in accordance with these Articles and having the qualities set out in Article 64.

**"Law"** means the Laws of the Republic of Ireland and anything in these Articles, which is incompatible therewith are amended thereby so that they are in conformity therewith at all times.

**"Juvenile"** means, in relation to any particular day, a person who will be under the age of 18 as at that date;

**"Member"** means any person who is admitted to membership of the Company in accordance with these Articles and the Rules and whose name is entered on the register of Members of the Company and **"Membership"** shall be construed accordingly.

**"Member Officer"** means the Board member(s) appointed pursuant to Article 43 e) or otherwise in accordance with these Articles and having the qualities set out in Article 63.

**"Member Representative Officer"** means the Board member(s) appointed pursuant to Article 43 d) and having the qualities set out in Article 62.

**"Non-Voting Members"** means a Member who in accordance with these Articles is entitled to attend general meetings of the Company but not to speak or vote at such general meetings.

**"Office"** means the Registered Office for the time being of the Company.

**"Officers"** means the officers of the Board set out in Article 43.

**"Other Rules"** means any articles, bye-laws, conditions, constitution, laws, orders, procedures, regulations, rules, terms of reference or other provisions (by whatever name called) providing for or

regulating any aspect of the affairs of the Company (other than these Articles, the Rules, and the Rules of Competition) or of FIG in force from time to time;

“**Nominations Committee**” means the committee referred to as such in, and established pursuant to Article 89.

"**Rules**" means the uniform rules and regulations governing the operation and management of the Sport in Ireland drawn up by the Board and as amended from time to time by the Board;

"**Rules of Competition**" means the FIG rules on competition as in force from time to time, as amended from time to time.

"**Secretary**" shall mean any person appointed to perform the duties of the company secretary.

"**the seal**" shall mean the common seal of the Company.

"the **Sport**" means the sport of gymnastics in all its forms which includes inter alia Women's Artistic, Men's Artistic, Rhythmic, Trampoline, Acrobatic, Tumbling, Gymnastics For All, Aerobic, Special Needs and all other related disciplines.

“**Voting Members**” means a Member who in accordance with these Articles is entitled to attend general meetings of the Company and to speak and vote at such general meetings.

- b) Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form provided that the expression shall not include writing in electronic form except as provided in these Articles and/or, where it constitutes writing in electronic form sent to the Company, the Company has agreed to its receipt in such form;
- c) Unless the contrary intention appears, words or expressions contained in these articles shall bear the same meaning as in the Act as amended or any statutory modification thereof in force;
- d) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time modified or re-enacted;
- e) expressions referring to execution of any document shall include any mode of execution under seal or under hand or under any mode of electronic signature as shall be approved by the Board and expressions referring to receipt of any electronic communications shall, unless the contrary intention appears, be limited to receipt in such manner as the Company has approved; and
- f) "**person**" includes any individual, firm, body corporate, association or partnership, government or state or agency of a state, local authority or government body or any joint venture (whether or not having a separate legal personality).



## MEMBERSHIP

2. The number of Members of the Company is unlimited. The subscribers to the memorandum of association of the Company and such other persons as are admitted to membership in accordance with these Articles and the Rules shall be Members of the Company.
3. Members of the Company shall be in the following categories:
  - a) Voting Members
  - b) Non-Voting Members
4. 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.
5. If the applicant is accepted for Membership then on receipt from the applicant of the amount of the subscription payable under Article 6, the applicant's name and other details as set out in the Rules shall be entered in the register of Members.
6. Each Member shall pay the annual subscription, which the Board may determine for the category.
7. 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.
8. Membership shall cease automatically on any Member's death, winding up or dissolution as the case may be.
9. A Member shall cease to be a member of the Company if:
  - a) S/he submits a notice in writing resigning from Membership to the Secretary.
  - b) The Company expels him/her by a resolution passed by two thirds majority of the Members present and entitled to vote at any special or extraordinary general meeting of the Company and where the Members have been given prior notice in writing thereof.
  - c) When s/he fails to pay the annual subscription by the due date where applicable.
  - d) if the conduct of any Member is such as shall in the opinion of the Board be injurious to the character or interests of the Company or render that Member unfit to remain a Member of the Company, or if any Member shall refuse or wilfully neglect to comply with any of these Articles.
  - e) A determination is made to terminate his/her membership in accordance with the Complaints & Disciplinary Procedures and Rules or the Rules.

10. Cessation of Membership howsoever occurring shall not entitle the Member to repayment of the whole or any part of any contribution or subscription previously paid by him and shall be without prejudice to the Member's liability to pay any contribution or subscription which has become due and payable before such cessation.
11. Every Member shall further to the best of his ability the objects, interests and influence of the Company.
12. Every Member and, in the case of Juveniles, their parents/guardians must comply with the following conditions of membership:
  - i. that he agrees to be bound by the Ethics and Welfare Guidelines;
  - ii. that he agrees to be bound by the Company's Complaints and Disciplinary Procedures and Rules;
  - iii. that he agrees to comply with these Articles, the Rules, the Rules of Competition and all Other Rules of the Company; and
  - iv. that he agrees to comply with the Rules of Competition and all the procedures, requirements and Other Rules of FIG.
13. The Company shall keep an accurate and up to date register of Members at the Registered Office.

#### **NON - VOTING MEMBERS**

14. Subject to compliance with the conditions set down in Article 12, Non-Voting Members shall have the following rights:
  - a) the right to notice of, and to attend at, general meetings of the Company;
  - b) Non-Voting Members shall not have a right to speak or vote at general meetings of the Company; and
  - c) Non-Voting Members shall not generally have the right to stand for election to any office of the Company but in accordance with the Rules specific subcategories of Non-Voting Members may have the right to stand for election subject to compliance with the Company's nomination procedures as set out in the Rules.

#### **VOTING MEMBERS**

15. Subject to compliance with the conditions set down in Article 12, Voting Members shall have the following rights:

- 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 a vote on any proposed resolution at a general meeting of the Company;  
and
  - 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 the Rules.
16. The Board may establish and dis-establish such sub-categories of Voting and Non-Voting Members as it deems appropriate. Each sub-category of Voting and Non-Voting Members may have different qualifying criteria (including as to subscription fees) applicable to it provided that each such sub-category of Voting and Non-Voting Members shall enjoy the rights set out in Articles 14 and 15. Any sub-categories of Voting and Non-Voting Members shall be set out in the Rules. A full list of all sub-categories of Voting and Non-Voting Members is contained in the Rules.

#### **AFFILIATE**

17. Each application for acceptance as an Affiliate shall be submitted and considered in accordance with the Rules. Each Affiliate shall be required to pay an annual fee to be determined by the Board. For the avoidance of doubt Affiliates shall not be members of the Company.

#### **CLUBS**

18. Clubs shall comply with all affiliation regulations and procedures set down by the Company whether in the Rules or other Rules as drawn up by the Board from time to time and shall be bound by these Articles.
19. A Club's rules, bye-laws, procedures and standing orders shall not be in conflict with any provision of these Articles or the Rules.
20. In the event of a Club failing to comply with or failing to enforce any disciplinary or other measure prescribed by the Board, the Disciplinary and Complaints Committee and/or the Company in general meeting, the Club shall be liable to be disaffiliated from the Company in accordance with the procedures for disaffiliation set down in the Rules or any bye-laws or standing orders.

## GENERAL MEETINGS

21. The Company shall hold an Annual General Meeting (**AGM**) each year within Ireland which shall be described as such when so notified to the members and not more than 15 months shall elapse between each AGM which shall be held at a time and place as the Board shall decide.
22. The Company may also hold extraordinary general meetings (**EGM**) which shall be so described when notified to the members. The Board shall convene an EGM where:
  - a) a resolution to convene an EGM is passed at the preceding AGM; or
  - b) the Board resolves to convene such a meeting; or
  - c) Members who represent 10% of the voting rights of all Members entitled to vote at AGMs and EGMs submit a written requisition to the Board for the holding of such a meeting.
23. Subject to the provisions of the Act, such meetings shall be convened by the Board within twenty-one (21) Clear Days after the receipt of the requisition required under this Article or the date on which the Board or AGM (as the case may be) resolve to convene such a meeting in accordance with Article 22 above. An EGM shall be held on such date and at such time and venue as determined by the Board.

## NOTICE OF GENERAL MEETING

24. Subject to sections 181 and 191 of the Act the Company shall give the Members 21 Clear Days notice in writing of the AGM and the Company shall give 21 Clear Days notice in writing of an extraordinary general meeting at which it is intended to pass a special resolution. All other extraordinary general meetings shall be convened by the Company giving 14 Clear Days notice thereof. The agenda for an extraordinary meeting shall be sent out with the notice therefore and shall specify the general nature of the business of such meeting. The date of receipt of the notice shall be deemed to be two working days following posting or delivery thereof and this date shall commence the notice period but shall exclude the day of the meeting. An extraordinary general meeting may be convened immediately following the Annual General Meeting by giving the notice in the manner specified above or where three quarters of those members present and entitled to vote pass a resolution to hold such a meeting.
25. Each notice of a general meeting shall specify the date; hour and place at which it is intended to hold the said meeting. Notice of a general meeting may be sent to Members by email and if sent by email, it will be deemed delivered at the time sent.
26. The accidental omission to give notice or the non-receipt of such a notice specified above to a member entitled to be present and voting at a general meeting shall not in itself invalidate the proceedings at a general meeting.

## PROCEEDINGS AT GENERAL MEETINGS

27. The business of the AGM shall be the Report of the Secretary of the Board, the Treasurers Report, the election of the Officers and the election of members of the Board, the appointment of the auditors and the fixing of their remuneration.
28. Save for the business described in Article 27 all other business to be transacted at a general meeting shall be so transacted at an EGM.
29. No business shall be so transacted at any general meeting unless, a quorum of members present at the time when the meeting proceeds to business: save as herein otherwise provided, a quorum shall consist of twelve of the Members of the company entitled to a vote at an AGM.
30. If within half an hour from the time appointed for the meeting a quorum, as defined in the preceding clause, is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to such other time and place as the members present may determine. Ten Clear Days notice of date, time and place of the adjourned meeting will be sent to all members. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, those members present shall constitute a quorum. Only business, which was on the agenda of the original meeting, may be considered at an adjourned meeting.
31. The Chair, or in his absence the Deputy Chair, shall preside as chairperson at every general meeting of the Company, or if there is no such Chair or Deputy Chair, or if either of them is not present within 15 minutes after the time appointed for the holding of the meeting or if they are unwilling to so act, the members present shall elect a member of the Board to be chairperson of the meeting.
32. If at any meeting no member of the Board is willing to act as chairperson at every general meeting of the Company, or if there is no such Chair or Deputy Chair, or if either of them is not present within 15 minutes after the time appointed for the holding of the meeting or if they are unwilling to so act, the members present shall elect a member of the Board to be chairperson of the meeting.
33. The chairperson 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 ten 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 adjourned meeting or of the business to be transacted at an adjourned meeting.
34. 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 of the meeting or by at least five members present and entitled to vote in person. Unless a poll is so demanded, a declaration by the chairperson that a resolution has, on a show of hands, been 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. The demand for a poll may be withdrawn.

35. Except as provided in article 36, if a poll is duly demanded it shall be taken in such manner and at such times as the chairperson deems fit, after consultation with the officers of the Company present at the meeting at which the poll was demanded.
36. Where there is equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands take place, or at which the poll is demanded, shall be entitled to a seconded or casting vote.
37. A poll demanded on the election of a chairperson, or a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such times as the chairperson of the meetings directs, and any business, other that upon which a poll has been demanded, may be proceeded with, pending the taking of the poll.
38. The voting rights which apply with respect to the different categories of Members are set out in Articles 14 and 15.
39. No objection shall be raised to the qualifications 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 remain valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting whose decision shall be made final and conclusive.
40. Voting by proxy shall not be permitted.
41. Where a resolution(s) to amend the Company's memorandum of association and/or these Articles is successful at any meeting, that resolution shall have immediate effect from the conclusion of such meeting.
42. Any motion, other than a motion from the Board, whether to amend the memorandum of association of the Company, these Articles, the Bye-laws, the Rules of Competition or Other Rules or on any other topic, shall be notified to the Board in writing not less than sixty (60) Clear Days before the date for holding the general meeting. Each such motion shall deal with one subject only.

#### **OFFICERS OF THE COMPANY**

43. The following Officer positions are hereby created by these Articles:

- a) The Chair who shall act as the chairperson of the Board (who shall be in addition to the Officers referred to in sub-paragraphs b) – f) below) and who shall be nominated by the Nominations Committee as set out in Article 92 subject to the approval of the Company in general meeting, save that the first Chairman of the Company under these Articles shall be nominated by the Board.
- b) The Deputy Chair who will be the vice-chairperson of the Board.
- c) The Secretary.
- d) Two Member Representative Officers.
- e) Two Member Officers who shall be nominated by the Nominations Committee as set out in Article 92 subject to the approval of the Company in general meeting.
- f) Two Independent Officers who shall be nominated by the Nominations Committee as set out in Article 92 subject to the approval of the Company in general meeting.

## **BOARD**

- 44. Unless otherwise determined by ordinary resolution the number of Board members shall not be more than nine (9) and shall never at any time be less than seven (7).
- 45. The Officers shall each be elected at every fourth Company AGM for a term of three (3) 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 so expires.
- 46. At every fourth Company AGM (a **Retiring AGM**) all of the Board members for the time being shall, subject to the following provisions of this Article, retire from office. Notwithstanding the foregoing, in order to comply with the provisions of the Companies Act 2014, which requires that the Company at all times has a minimum of 2 directors, the 2 Board members who shall have served the shortest consecutive period in office at that time shall not so retire from office.
- 47. For the avoidance of doubt the Board members who shall retire at every Retiring AGM shall be those who have been longest in office since their last election but as between persons who became officers on the same day, those to retire shall (shall unless they otherwise agree amongst themselves) be determined by lot.
- 48. A single nominee for each of the roles of Chair, the Member Officers positions and the Independent Officers positions shall be elected or rejected at the applicable general meeting from the nominees put forward by the Nominations Committee as set out in Article 92.

Where a nominee for the role of Chair and/or the Member Officers and/or the Independent Officers has been rejected by the Members at a general meeting then:

- a) The Nominations Committee shall be reconvened and shall nominate a new nominee for that role or roles (as the case may be) as soon as practicable and in any event within 6 weeks of the date of the general meeting at which the nominee was rejected by the Members; and
  - b) Following the selection of a new nominee(s), an EGM of the Company shall be convened as soon as practicable for the purpose of electing or rejecting such new nominee; and
  - c) During the period in which the role remains vacant, such other member of the Board (as determined by the Board) shall fulfil the duties of that role on an interim basis.
49. Subject as provided otherwise in these Articles, a Board member appointed from time to time shall hold office for a term of three years. Where any Board member has served for three terms consecutively he or she shall be one of the retiring directors at the next Retiring AGM and may not serve as a Board member again until at least three (3) consecutive years have elapsed since he or she so retired.
50. The Board shall manage the affairs of the Company during the period between AGMs. It shall have power to delegate the day to day affairs of the Company to Committees (which the Board shall populate in its absolute discretion) as it sees fit.
51. Casual vacancies arising in the position of Chair, Deputy Chair, and Secretary shall be filled by election at an EGM. Such person so appointed shall hold office from the date of appointment until the expiry of the term of office that would have been served by that Chair, Deputy Chair or Secretary where he or she had completed a full term.
52. Vacancies for all other positions on the Board occurring during the year shall be filled by the Board by co-option from eligible Members.
53. No more than two Members from anyone Club shall be members of the Board at any one time.
54. Every member of the Board, at the end of his term of office, shall be eligible for re-election as a member of the Board subject to Article 49.
55. The Company may by ordinary resolution, of which extended notice has been given in accordance with section 396 of the Act, remove any member of the Board before the



expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such member

56. The Board shall meet at least four times per year. The Chair, or in his absence the Deputy Chair, or in his absence a member of the Board, chosen by the Board, shall preside at all meetings of the Board. The Deputy Chair shall carry out all the duties of the Chair (including chairing general meetings and Board meetings) when required to do so due to the unavailability of the Chair.
57. Each member of the Board shall have one vote.
58. The Board shall be responsible for defining, designing and developing the strategies for the Company, which will be implemented in the manner which the Board sees fit.

#### **CHAIR**

59. The Chair 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.
60. The duties of the Chair 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 Secretary and any relevant Committees on other matters as appropriate,

#### **DEPUTY CHAIR**

61. The Deputy Chair shall be a person with the necessary qualities and management skills and with the necessary dedication to the pursuance of the objects of the Company to assist the Chair in his duties and to act as a substitute for the Chair when he or she is unavailable to perform the duties of the Chair for whatever reason.

#### **MEMBER REPRESENTATIVE OFFICERS**

62. The Member Representative Officers shall be Members of the Company with the necessary qualities and experience to represent the interests of Clubs and gymnasts from the broad Membership base of the Company.

## **MEMBER OFFICERS**

63. The Member Officers shall be Members of the Company with specific skill sets as required by the Company from time to time.

## **INDEPENDENT OFFICERS**

64. The Independent Officers shall be persons external to the Company with specific skill sets as required by the Company from time to time. For the avoidance of doubt the independent Directors shall not be Members nor shall they be a Connected Person.

## **POWERS OF THE BOARD**

65. The business of the Company shall be managed by the Board 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 Act or by these Articles required to be exercised by the Company in general meeting, but subject nevertheless to the provisions of the Act and of these Articles and to such directions, not being inconsistent with such provisions, as may be given by the Company in general meeting; and provided that no alteration of the memorandum or articles of association of the Company and no direction given by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.
66. The Board's duties shall include the following:
- a) To administer the affairs of the Company;
  - b) To submit to each AGM the Board's report together with audited accounts for the preceding period, and an outline budget for the succeeding year.
  - c) To make the necessary appointments of delegates and officials for all gymnastic meetings.
  - d) To appoint persons to Committees of the Board.
  - e) To enter commercial arrangements with commercial partners to promote the Sport in Ireland.
67. The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company.

68. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money 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 Board shall from time to time by resolution determine.
69. The Board shall cause minutes to be kept;
- a) of all appointments of officers made by the Board.
  - b) of all the names of the members present at each meeting of the Board and of any Committee.
  - c) of all the resolutions and proceedings at all general meetings of the Company, and of meetings of the Board and of any Committee. Any such minutes of any meeting if purporting to be signed by the chairperson of such meeting, or by the chairperson of the next succeeding meeting, shall be conclusive evidence without any further proof of the facts herein stated.
70. Any contract or arrangement entered into by or on behalf of the Company in which any member of the Board is in anyway interested shall not be avoided, nor shall any member of the Board contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such member of the Board holding that office or of the fiduciary relation thereby established, provided however that such member of the Board notifies the Board of the nature of his interest and does not attend or vote at the meeting at which the said contract is awarded.
71. A member of the Board who is in anyway, whether directly or indirectly, interested in a contract of proposed contract with the Company shall declare the nature of his interest at a meeting of the Board in accordance with section 231 of the Act.

#### **DISQUALIFICATION OF MEMBERS OF THE BOARD**

72. A person shall cease to be a member of the Board if s/he;
- a) Is adjudged bankrupt in Ireland, Northern Ireland or Great Britain or makes any arrangements or composition with his creditors generally.
  - b) Becomes prohibited from being a member by reason of any order made under the Act.
  - c) Becomes of unsound mind.
  - d) Resigns his position by notice in writing to the company secretary
  - e) Is convicted of an indictable offence (unless the Board otherwise determines)
  - f) Is directly or indirectly interested in any contract with the company and fails to declare the nature of his interest in the manner required by the Act.

- g) Has completed his/her term of appointment.
- h) Does not attend two consecutive meetings of the Board without valid reason as accepted by the Board.

### **PROCEEDINGS OF BOARD**

- 73. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. The Chair or in his absence, a Deputy Chair, shall preside as chairperson at every meeting of the Board or if there is no such Chair, or deputy Chair or if any of them is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the member of the Board present shall elect one of their number to be chairperson of the meeting. Questions arising at any meeting shall be decided by a majority of votes. Where there is an equality of votes the chairperson shall have a seconded or casting vote. A member of the Board may, and the Secretary on the requisition of a member of the Board shall, at any time summon a meeting of the Board. If the Board so resolve it shall not be necessary to give notice of a meeting of the Board to any member who being resident in the state is for the time being absent from the state.
- 74. The quorum necessary for the transaction of the business of the Board shall be five.
- 75. The continuing members of the Board may not act notwithstanding any vacancy in their number, but if and so long as their number is reduced below the number fixed by or pursuant of these Articles as necessary quorum of members, the continuing members or member may act for the purpose of increasing the number of members to that number or of summoning a general meeting of the Company but for no other purpose.
- 76. The Board shall cause minutes to be made of the names of the Board members present at each of its meetings and of any resolutions and proceedings thereat.
- 77. All the acts done by any meeting of the Board or of a Committee or by any person acting as a member of the Board or Committee shall, notwithstanding that it is afterward discovered that there was some defect in the appointment of any such members of the Board or Committee or persons acting aforesaid, or that they or any of them were disqualified, be as valid as if every such person has been duly appointed and was qualified to be a member of the Board or Committee.
- 78. A resolution in writing signed by all the Board members or Committee members (as the case may be) entitled to receive notice of a meeting of the Board or of a Committee shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) 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.

79. Any Board member or Committee member may participate in (and vote at) a meeting of the Board or Committee by means of conference telephone or other telecommunications equipment whereby all persons participating in the meeting can hear each other speak. Participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting. Any Board member or Committee member may be situated in any part of the world for any such meeting.

#### **OTHER RULES**

80. The Board shall have the power from time to time to make, alter and repeal all such Rules and Other Rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Company, provided always that such new Other Rules, or alterations or repeals thereof, shall have been put before the members of the Board, passed by a majority of the said members. The Board shall adopt such means as they deem sufficient to bring to the notice of the members of all such alterations and repeals, and all such Other Rules, so long as they are in force, shall be binding upon all members of the Company provided always that no Other Rules shall be inconsistent with or shall effect or repeal anything contained in the memorandum or articles of association of the Company or constitute such an amendment of or addition to these present as could only lawfully be made by special resolutions.

#### **CHIEF EXECUTIVE OFFICER**

81. 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.

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

82. The Board may delegate any of its powers to Committees provided a majority of the members present entitled to a vote at a meeting of the Board pass such a resolution. Any Committee so formed shall in the exercise of the powers so delegated, conform to any regulations or terms of reference issued by the Board. Any member of the Company who is eligible for appointment to the Board may be appointed to act on any such Committee. The Board may at its sole discretion resolve that a non-Member of the Company who is eligible for appointment to the Board as an Independent Officer may be appointed to act on any

such Committee. The Board may also delegate to the CEO or to any Board or Committee member such of its powers as it considers desirable to be exercised by him.

83. Any such delegation referred to in Article 82 may be made subject to any conditions the Board may impose and either collaterally with or to the exclusion of its own powers and may be revoked or amended at any time by the Board.
84. The terms of reference and detailed rules of procedure for all Committees shall be set by the Board in the Rules or otherwise and may be revoked or amended at any time by the Board.
85. The Chair, Deputy-Chair, CEO and Secretary shall be *ex officio* members of all Committees.
86. The Board shall have the power to appoint any person to fill a casual vacancy arising on any Committee established by the Board pursuant to these Articles. Any person so appointed shall hold office from the date of such appointment until the conclusion of the next AGM after his appointment.
87. A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting of any Committee shall be determined by a majority of votes of the Committee members present and entitled to vote. Where there is an equality of votes, the chairperson of the Committee shall have a second or casting vote. A resolution in writing signed by all the members of any Committee entitled to receive notice of a meeting of the Committee and to vote thereat shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held and may consist of several documents in the like form each signed by one or more members of the committee.

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

88. The Board members and any members of any Committee may be paid all reasonable travelling, hotel and other expenses properly incurred and vouched by them in connection with their attendance at meetings of the Board or Committees or general meetings of the Company or otherwise in connection with the discharge of their duties.

#### **NOMINATIONS COMMITTEE**

89. The Nominations Committee shall consist of three (3) persons consisting of:
  - a) A present or a past-Officer of the Company;
  - b) One present Officer of the Company; and

c) One person appointed by the Board who shall be independent of the Company and who for the avoidance of doubt shall not be a Connected Person;

who shall be responsible for nominating candidates for the roles of the Member officers, the Independent Officers and the Chair.

For the avoidance of doubt, no serving member of the Nominations Committee shall be eligible to be nominated as a Board member. Furthermore, no serving member of the Nominations Committee who is also simultaneously serving as a Board member may be nominated for re-election to office on the Board whilst serving on the Nominations Committee.

90. The Nominations Committee shall accept and consider any expression of interest from a Member as permitted by Articles 14 and 15 in putting himself/herself forward as a candidate for the office of the Chair. Such Members wishing to progress with their application for election must comply with Article 92.

## **NOMINATIONS**

91. Save where the Nominations Committee must nominate the Member Officers, the Independent Officers and or the Chair as governed by Article 92 below, 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 two (2) Voting Members, one proposed and one seconded. In the case of Clubs, nominations must be approved at a committee meeting of the relevant Club which must be held in advance of the closing date for receipt of nominations by the Company. The following procedure will apply to such nominees:
- a) The Secretary shall in good time inform the Members that the Board is seeking candidates for the positions of Deputy Chair, Secretary and the Member Representative Officers. The Secretary shall inform the Members of the criteria which the Board has specified that candidates for these positions are desired to have in order to be eligible for election by the Members at the AGM.
  - b) The names of the nominees for election must be notified to the Secretary no later than 28 Clear Days prior to the date of the Company AGM (save and except in circumstances where the Board determines at its sole discretion that a shorter period is acceptable).
  - c) 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 100 to 102 no later than 21 Clear Days prior to the date of the Company AGM.

- d) All candidates presenting for election shall be required to submit information relating to 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. The Nominations Committee shall conduct an initial review of the applicants and shall determine whether an applicant has the requisite skills and experience to meet the criteria as set out in Article 91 a) and should the Nominations Committee at its sole discretion determine that an applicant does not meet that criteria then that applicant shall not be put forward for election at the Company AGM.
92. The Nominations Committee shall be responsible for nominating candidates for the roles of Member Officers, Independent Officers and the Chair. It shall nominate a single candidate for each of the roles. The procedure for such nominations shall be as follows:
- a) The Secretary shall in good time inform the Voting Members that the Nominations Committee is seeking candidates for the Member Officers, the Independent Officers and or the Chair. The Voting Members may recommend candidates to the Nominations Committee for consideration in accordance with the guidelines issued by the Nominations Committee from time to time.
  - b) The Nominations Committee shall identify and communicate suitable candidates to the Board no later than 42 Clear Days prior to the date of the Company AGM (save and except in circumstances where the Board determines at its sole discretion that a shorter period is acceptable).
  - c) The Board shall ensure that the final list of candidates for the Member Officers positions, the Independent Officers positions and or the position of the Chair is included with the full list of nominees seeking election or re-election to the Board to be circulated to all Members subject to the notice provisions provided in Articles 100 to 102 no later than 21 Clear Days prior to the date of the Company AGM.

#### **SECRETARY**

93. A provision of the Act or of these articles requiring or authorising a thing to be done by, or to, both a member of the Board and the Secretary, shall not be satisfied by its being done by, or to, the one person acting in his capacity both as a member of the Board and/or in the place of, the Secretary.
94. Where any office becomes vacant during the year the Secretary shall notify the Board of this by including it on the agenda of the next meeting following the occurrence of the vacancy.



## **THE SEAL**

95. The Company seal shall be used only by resolution of the Board and every instrument to which the seal shall be affixed shall be signed by the chairperson of the Board and shall be countersigned by the Secretary or by a second member of the Board for the purpose.

## **ACCOUNTS**

96. The Board 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 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.
  - c) The assets and liabilities of the Company.
97. The books of account shall be kept at the Registered Office or the place of business of the Company.

## **AUDIT**

98. The accounts of the Company shall be audited at least once every fiscal year and the correctness of the income and expenditure account and balance sheet ascertained by the auditors appointed who shall be properly qualified accredited auditors.
99. Auditors shall be appointed and their duties regulated in accordance with Chapters 18 to 21 of the Act.

## **NOTICES**

100. A notice of any matter shall be deemed served by the company upon any member if it is either personally served by a person so authorised by an officer of the company or it is sent through the post by ordinary prepaid post addressed to such member at his address appearing in the register of members or 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). It is the duty of every member to ensure that his/her correct address is stated on the register.
101. Where notice is sent by the post service of the notice shall be deemed to have been effected after the expiration of two working days after it has been posted. Where a notice or document is given, served or delivered in accordance by email, the giving, service or delivery thereof shall be deemed to have been effected at the expiration of twelve (12) hours after despatch.
102. Notice of every meeting shall state the date, time, agenda and value of the meeting and any dispute thereto shall be resolved by reference of the same to the auditor, for the time being, of the company. No other person or persons save members shall be entitled to receive notices of meetings.

## **INDEMNITY**

103. Every member of the Board, Chair, Deputy-Chair, Secretary, auditor or other officer of the Company shall be entitled to be indemnified out of the assets of the company against all losses or liabilities which s/he may sustain or incur in or about the execution of the duties of his/her office or otherwise in relation thereto including any liability incurred by his/her favour or in which s/he is acquitted or in connection with any applicant under section 233 of the act in which relief is granted to him/her by the court, and no officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the company in the execution of the duties of his/her office or in relation thereto. But this article shall only have effect in so far as its provisions are not avoided by section 235 or the Act.

## **DISCIPLINARY MATTERS**

104. The Board shall have the power to discipline any Member, Club, Region or other Affiliate when it is satisfied there has been any breach of these Articles, Rules, Bye-Laws, the Rules of Competition or any Other Rules of the Company or the equivalent constitutional provisions of its affiliated bodies, or where there has been conduct likely to bring the Company or the Sport into disrepute.

105. The Board may, without limitation, suspend Membership of any person or body, impose fines on, remove recognition of titles won or records achieved by, caution or censure any such person or body.
106. The Board may suspend the Membership of any person or body pending the outcome of any investigation process.
107. The Board may delegate the exercise of its disciplinary functions to specific sub-committees of the Board, created with specific remits and devolved decision making authorities, subject to final approval by the Board.
108. In cases where doping is alleged or suspected or is or may be an issue, the Company shall follow the procedures and rules referred to Article 109 to Article 112. Subject to those procedures and rules, the Board may establish an appeals and/or review procedure for such cases.
109. The Board shall adopt such Other Rules as it deems necessary to govern its complaints and disciplinary procedures against any Member, Club, Region, or Affiliate.

#### **ANTI-DOPING RULES**

110. The anti-doping rules of the Company are the Irish Anti-Doping Rules published by the Irish Sports Council and as amended from time to time by the Irish Sports Council. The Company accepts the right of FIG, the Irish Sports Council, the Olympic Council of Ireland, or duly authorised representatives of such bodies, to dope test, in accordance with law, any Members both in-competition and out of competition (i.e. unannounced testing).
111. It shall be a fundamental condition of Membership, in addition to any other provisions concerning membership and the various categories of membership as laid down in these Articles, that, subject to Article 111, Members submit to and comply with any dope testing by the Company or any of the bodies referred to in Article 106.
112. In the case of a Juvenile who is asked to be subject to dope testing, the prior written consent of his parent or guardian must be given either via the initial membership process at Club level, or at selection for competition or through competition entry forms.

#### **WINDING UP**

113. The Company may be wound up in the manner provided for by the Act or any statutory modification made thereto for the time being in force and in accordance with the Memorandum of Association.