

**COMPANIES ACT 2014**  
**COMPANY LIMITED BY GUARANTEE**

**CONSTITUTION  
OF THE  
IRISH LUGE FEDERATION  
COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM OF ASSOCIATION**

**(version date: 13 February 2020)**

**1. THE COMPANY**

The name of the company is Irish Luge Federation (“the Company”). The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.

**2. MAIN OBJECTS**

The main objects for which the Company is established are:

- 2.1. To develop and promote the sport of luge at Irish national and international level.
- 2.2. To develop recreational, national and international competition.
- 2.3. To negotiate with and make representations to government departments, statutory bodies and other authorities in Ireland and abroad for the furtherance of these objects.
- 2.4. To be a member of or affiliated to the Fédération Internationale de Luge de Course and to co-operate with all such bodies belonging to or affiliated to the said Fédération and in particular to represent Irish luge in the Fédération and such bodies, organisations or associations, and to represent their views and interests to any appropriate authorities in other countries.

**3. POWERS**

To the extent that the same are essential or ancillary to the promotion of the main object of the Company as heretofore set out, the Company may exercise the following powers:

- 3.1. To solicit and accept grants, donations and any other form of voluntary contributions, and to administer, manage and expend such funds or other contributions in furtherance of the objects of the Company.
- 3.2. To make application on behalf of the Company to any authority, whether governmental, local, philanthropic or otherwise, for financial funding of any kind.
- 3.3. To purchase, lease or by any other means acquire any real or personal property and to sell, manage or otherwise deal with the same, in any lawful manner.
- 3.4. To borrow and raise money in such manner and upon such security as the Company shall think fit.
- 3.5. To invest the monies of the Company not immediately required for its purposes in such investments, securities or property as may be thought fit, subject to such conditions and consents as may be required by law.
- 3.6. To accumulate capital for any purpose of the Company and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally save however that prior permission shall be obtained from the Revenue Commissioners when it is intended to accumulate funds for a period in excess of two years.
- 3.7. To grant pensions and gratuities to any person who has served the Company as an employee, or to any dependent of such person, provided that the same shall not exceed that provided by a pension scheme covered by Part 30 of the Taxes Consolidation Act 1997; that such a pension scheme has been operated by the Company and that the beneficiary has been a member of the scheme while employed by the Company.
- 3.8. To subscribe or guarantee money for charitable objects.
- 3.9. To insure the property of the Company against any foreseeable risk in its full value and to take out of the insurance policies to protect the Company when required.
- 3.10. To establish and maintain links with international and national organisations having similar objects.
- 3.11. To undertake and execute any trusts which may seem directly or indirectly conducive to the attainment of the main object(s) of the Company.

#### **4. LIMITED LIABILITY**

The liability of the members is limited.

## **5. INCOME AND PROPERTY**

- 5.1. The income and property of the Company shall be applied solely towards the promotion of its main object as set forth in this Memorandum of Association. No portion of the Company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever by way of profit to members of the Company.
- 5.2. No director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit on money or money's worth from the Company. However nothing shall prevent any payment in good faith by the Company of:
  - 5.2.1. reasonable and proper remuneration to any member, officer or servant of the Company (not being a director) for any services rendered to the Company;
  - 5.2.2. interest at a rate not exceeding one percent (1%) above the Euro Interbank Offered rate (Euribor) per annum on money lent by directors or other members of the Company to the Company;
  - 5.2.3. reasonable and proper rent for premises demised and let by any member of the Company (including any director) to the Company;
  - 5.2.4. reasonable and proper out-of-pocket expenses incurred by an director in connection with his or her attendance to any matter affecting the Company;
  - 5.2.5. fees, remuneration or other benefit in money's worth to any Company of which a director may be a member holding not more than one hundredth part of the issued capital of such Company;
  - 5.2.6. payment by the Company to a person pursuant to an agreement entered into in compliance with section 89 of the Charities Act 2009 (as for the time being amended, extended or replaced).

## **6. WINDING UP**

- 6.1. If upon the winding up or dissolution of the Company there remains, after satisfaction of all debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to another company whose objects are the promotion of luge and which has main objects similar to the main objects of the Company, which other company also meets the requirements of paragraph (b) of section 971(1)/1180(1) of the Companies Act 2014 such company to be determined by the members of this Company at or before the time of dissolution, or in default thereof by such judge of the High Court as may have or acquire jurisdiction in the matter, and if and so far as affect cannot be given to such provision, then to some charitable object.

6.2. 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.

## **7. ADDITIONS, ALTERATIONS OR AMENDMENTS**

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

## **8. KEEPING OF ACCOUNTS**

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

## **9. CONTRIBUTION BY MEMBERS ON WINDING-UP**

Every member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while he or she is a member or is wound up within one year after the date on which he or she ceases to be a member, for the payment of the debts and liabilities of the Company contracted before he or she ceases to be a member; the costs, charges and expenses of winding up; and the adjustment of the rights of contributories among themselves, such amount as may be required, not exceeding one euro (€1).

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**ARTICLES OF ASSOCIATION**

**(version date: 13 February 2020)**

**1. PRELIMINARY**

In these Articles, unless the context requires otherwise, the following words or expressions shall bear the following meanings respectively:-

The “**Act**” shall mean the Companies Act, 2014.

The “**Annual General Meeting**” shall be the annual meeting of the Members;

The “**Board**” shall mean the main decision-making body of the Irish Luge Federation as defined in article 4;

The “**Company**” shall mean the Irish Luge Federation;

“**Director**” means any individual appointed to the Board as set out in article 3;

“**General Meeting**” means a meeting of the Members;

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

“**Member**” shall mean a person who is a member of the Company having been registered as such subject to the rules of eligibility hereinafter set out;

“**Officer**” means the Chair, Secretary and Treasurer of the Irish Luge Federation;

“**Proxy notice**” has the meaning given in article 21;

**“Special resolution”** is one that requires a seventy-five percent (75%) majority, it must be identified as such in the notice and agenda of the meeting;

**“Writing”** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Words importing the singular number only shall include the plural number and vice-versa and words importing the masculine gender shall include the feminine gender.

## **2. MEMBERS**

- 2.1. The number of Members with which the Company proposes to be registered is unlimited but shall not be less than three (3).
- 2.2. The Board may from time to time register an increase of Members in accordance with Subsection 4 of Section 1199 of the Act.
- 2.3. The Members of the Company shall be the subscribers and such persons as the Board shall admit to membership in accordance with these articles, and whose names are entered on the register of Members of the Company.
- 2.4. Membership of the Company is not transferable and shall cease on the Member’s death or bankruptcy or if the Member resigns by serving notice in writing to the Board of the Company at its registered office.

## **3. THE BOARD**

- 3.1. The Company shall have a Board comprising a minimum of three (3) and a maximum of twelve (12) Directors. Within this range, the Board may from time to time by ordinary resolution increase or reduce the number of Directors.
- 3.2. The Board shall comprise as a minimum the following:
  - 3.2.1. the Chair, who shall be a citizen of Ireland;
  - 3.2.2. the Secretary; and
  - 3.2.3. the Treasurer.
- 3.3. Vacancies for the position of Director shall be filled by election at the Annual General Meeting of the Company.
- 3.4. The Board may at any time appoint any person to be a Director of the Company, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors of the Company shall not at any time exceed the number provided for in these Articles. Any Director so appointed shall not have been a Director

of the Company for the preceding four (4) years and shall hold office only until the next Annual General Meeting and shall then be eligible for re-election.

- 3.5. No person may be a Director of the Company unless he or she has attained the age of 18 years.
- 3.6. Any purported appointment of a Director without that person's consent shall be void.
- 3.7. At a General Meeting of the Company, a motion for the appointment of two or more persons as Directors by a single resolution shall not be made, unless a resolution that it shall be so made has first been agreed to by the meeting without any vote being given against it.

#### **4. ROTATION OF DIRECTORS**

- 4.1. Subject to article 4.2, Directors shall hold office for a term of four (4) years, which shall expire at the Annual General Meeting held in the fourth year of office. Upon expiry of this initial term, the relevant Director shall be eligible for re-appointment for a second four-year term. After completing the maximum of two consecutive terms, a Director shall not be eligible for re-appointment until a further term of four years has elapsed. Subject to article 4.2, no Director shall hold office for more than eight (8) consecutive years.
- 4.2. In the first term immediately following the adoption of these Articles, the Chair and an agreed number of other Directors as determined by the Board (with the aggregate number of Directors so agreed constituting one half of the Board for the time being, or, if their number is not an even number, then the number closest to one half when rounded up) shall be appointed for a period of six (6) years so that staggered four-year terms may be set up. If the Chair or any of the aforementioned other Directors is appointed for a second term, such second term shall be for a period of four (4) years. The maximum term in this case shall be ten (10) years for the Chair or any of the aforementioned other Directors. Thereafter, the maximum term of office for all Directors shall be no more than eight (8) consecutive years.
- 4.3. Subject to article 4.2 above all Directors shall be eligible for re-appointment for a second term.

#### **5. REMOVAL OF DIRECTORS**

- 5.1. The Company may by ordinary resolution remove a Director before the expiration of his or her period of office. Such a resolution shall not be effective unless the provisions of section 146 of the Act are observed.
- 5.2. A vacancy created by the removal of a Director under article 5.1 may be filled at the meeting at which he or she is removed and, if not so filled, may be filled as a casual vacancy.

## **6. PROCEEDINGS OF THE BOARD**

- 6.1. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 6.2. The quorum necessary for the transaction of the business of the Board may be fixed by the Directors and, unless so fixed, shall be fifty percent (50%) of Members entitled to vote, one of whom shall be an Officer.
- 6.3. A person is deemed to be present when he/she is in a position to participate fully during the meeting (directly or by means of telephonic, video or other electronic communication) and communicate to all those attending the meeting any information or opinions which that person has on the business of the meeting.
- 6.4. In the event of an equality of votes, the chair of the meeting shall have a second or casting vote, unless the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes because of a conflict of interest.
- 6.5. The Board shall have power to invite any person they wish to attend any Board meeting either in an advisory capacity or as an observer but without power to vote thereat.

## **7. CHAIRING OF BOARD MEETINGS**

- 7.1. The Chair will chair meetings of the Board if present and willing to do so.
- 7.2. If the Chair is not participating in a Board meeting within ten minutes of the time at which it was to start, the participating Officers must appoint one of themselves to chair it.

## **8. CONFLICTS OF INTEREST**

- 8.1. A Director may not vote in respect of any contract, appointment, or arrangement in which he or she is interested and he or she shall not be counted in the quorum present at a meeting at which the matter is considered.
- 8.2. 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.
- 8.3. A copy of every declaration shall, within three (3) days of making it, be entered into the register of disclosable interests maintained by the Company.

## **9. BOARD DELEGATION**

- 9.1. Subject to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles:-
- 9.1.1. to such Officer, person or committee;
  - 9.1.2. by such means;
  - 9.1.3. to such an extent;
  - 9.1.4. in relation to such matters or territories; and
  - 9.1.5. on such terms and conditions as they think fit.
- 9.2. If the Board agrees, any such delegation may authorize further delegation of the powers by any person to whom they are delegated.
- 9.3. The Board may revoke any delegation in whole or part, or alter its terms and conditions; records of all delegations of power and amendments thereof must be retained in writing by the Officers for at least ten (10) years.
- 9.4. The Board should review delegated powers annually.

## **10. SUB COMMITTEES AND WORKING GROUPS**

- 10.1. Any group to which the Board delegates any of their powers must follow procedures for taking of decisions as set out in these Articles.
- 10.2. The Board may make rules of procedure and terms of reference for all or any group.

## **11. MAJORITY OR UNANIMOUS DECISIONS**

- 11.1. Directors should take decisions collectively.
- 11.2. The general rule about decision-making by the Board is that decisions must be either a majority decision at a meeting or a decision taken in writing in accordance with article 11.4.1.
- 11.3. The Directors for the time being may act notwithstanding any vacancy in their body.
- 11.4. A decision of the Board is taken in accordance with this article 11 when all eligible Directors indicate to each other by any means that they share a common view on a matter.

- 11.4.1. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing including by the use of email.
- 11.4.2. References in this article 11 to eligible Directors are Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting.
- 11.4.3. A decision may not be taken in accordance with this article 11 if the eligible Directors would not have formed a quorum at such a meeting.

## **12. RECORDS OF DECISIONS TO BE KEPT**

- 12.1. The Officers must ensure that the Company keeps a record, in writing, for at least ten (10) years from the date of the decision recorded, of every unanimous or majority decision taken at Board meetings and all General Meetings.

## **13. EXPENSES**

- 13.1. The Company may pay any reasonable expenses which are properly incurred by Directors in connection with attendance at:
  - 13.1.1. meetings of Officers, sub committees, or full Board;
  - 13.1.2. General Meetings, or otherwise in connection with the discharge of their responsibilities in relation to the Company.

## **14. MEMBERS RESERVE POWER**

- 14.1. The Members may, by special resolution, direct the Board to take, or refrain from taking, specified action. No such special resolution invalidates anything which the Board has done before the passing of the resolution.

## **15. GENERAL MEETINGS**

- 15.1. The Company shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be agreed by the Board, provided that every Annual General Meeting except the first shall be held not more than fifteen (15) months after the holding of the last preceding Annual General Meeting and that so long as the Company holds its first Annual General Meeting within eighteen (18) months of the date of incorporation, it need not hold it in the year of its incorporation.
- 15.2. Notice of the date of the Annual General Meeting shall be given to Members at least thirty (30) days prior to the meeting. The notice of the Annual General Meeting shall specify the place, the date and the time of the meeting.

- 15.3. The agenda of the Annual General Meeting shall be sent out at least fourteen (14) days prior to the meeting, accompanied by a report of the Board, statement of the accounts for the year and the text or substance of any resolutions.
- 15.4. All General Meetings of the Company, other than Annual General Meetings, shall be known as Extraordinary General Meetings.
- 15.5. The Board may, whenever it thinks fit, convene an Extraordinary General Meeting and Extraordinary General Meetings may also be convened as provided by Section 1203 of the Act. If at any time there are not sufficient Directors capable of acting to form a quorum, any Director or any Member may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.
- 15.6. Extraordinary General Meetings of the Company shall be held at such time and at such place as the Board shall appoint.
- 15.7. A General Meeting (other than the Annual General Meeting) may be convened at any time by a Member, subject to the receipt by the Secretary of a requisition in writing to that effect, signed by such number of the Members entitled to vote that represents not less than [ten percent (10%)] of the total voting rights of all the Members as at the date of the deposit of the requisition. Every such requisition shall specify the business for which the meeting is to be convened and no other business shall be transacted at such meeting.
- 15.8. If the Directors do not within twenty-one (21) days after the date of the deposit of the requisition proceed to duly convene a meeting to be held within two (2) months after that date, the requisitionist(s) or any of them representing more than fifty percent (50%) of the total voting rights of all of them, may themselves convene a meeting but any meeting so convened shall not be held after the expiration of three (3) months after the deposit of the requisition. The notice of the meeting shall specify the place, the date and the time of the meeting, the general nature of the business to be transacted at the meeting and in the case of a proposed special resolution, the text or substance of the resolution.
- 15.9. Every Member shall be entitled to attend, speak and vote at the Annual General Meeting and at all other General Meetings.
- 15.10. Notices of resolutions put forward by Members must be received by the Secretary at least twenty-one (21) days before the date of the Annual General Meeting.
- 15.11. A person is able to exercise the right to speak at a General Meeting when that person is in a position to communicate to all those attending the meeting (directly or by means of telephonic, video or other electronic communication) during the meeting any information or opinions which they have on the business of the meeting
- 15.12. A person is able to exercise the right to vote at a General Meeting when:

15.12.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

15.12.2. that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

15.13. The Board may make whatever arrangements considered appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it.

## **16. QUORUM FOR GENERAL MEETINGS**

16.1. No business other than the formal adjournment of the meeting is to be transacted at a General Meeting if the persons attending it do not constitute a quorum. The quorum for General Meetings shall be [tbd – insert number] Members either present in person or by proxy.

## **17. CHAIRING GENERAL MEETINGS**

17.1. The Chair will chair General Meetings if present and willing to do so.

17.2. If the Chair is not participating in a General Meeting within ten minutes of the time at which it was to start, the participating Officers must appoint one of themselves to chair it.

17.3. if no Officers are present, the meeting must appoint a Director to chair the meeting, and the appointment of the chair of the meeting must be the first business of the meeting.

17.4. The person chairing a meeting in accordance with this point is referred to as "the chair of the meeting".

## **18. ATTENDANCE AND SPEAKING BY NON-MEMBERS**

18.1. The chair of the meeting may permit non-members to attend and speak at a General Meeting.

## **19. ADJOURNMENT**

19.1. If the persons attending a General Meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.

19.2. The chair of the meeting may adjourn a General Meeting at which a quorum is present if:

19.2.1. the meeting consents to an adjournment, or

- 19.2.2. it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 19.3. The chair of the meeting must adjourn a General Meeting if directed to do so by the meeting.
- 19.4. When adjourning a General Meeting, the chair of the meeting must;
  - 19.4.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Officers, and
  - 19.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 19.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven (7) clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
  - 19.5.1. to the same persons to whom notice of the Company's General Meetings is required to be given, and
  - 19.5.2. containing the same information which such notice is required to contain.
- 19.6. No business may be transacted at an adjourned General Meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **20. VOTING**

- 20.1. Each Member shall have one vote and if unable to attend the General Meeting shall have the right to appoint another Member or the chair of the meeting as their proxy.
- 20.2. A resolution put to the vote at a General Meeting must be decided on by a show of hands unless a secret ballot is duly demanded in accordance with articles 20.4 and 20.5.
- 20.3. With the exception of any special resolutions, all resolutions put to the vote shall be decided by a simple majority of the votes cast. Special resolutions shall include decisions on: the dissolution of the Company (article 28), amendments to these Articles (article 31), removal of an Officer from post and removal of an appointed Auditor.
- 20.4. A secret ballot on a resolution may be demanded:
  - 20.4.1. in advance of the General Meeting where it is to be put to the vote, or

- 20.4.2. at a General Meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 20.5. A secret ballot may be demanded by:
  - 20.5.1. the chair of the meeting; or
  - 20.5.2. six (6) or more Members having the right to vote on the resolution.
- 20.6. A demand for a secret ballot may be withdrawn if:
  - 20.6.1. the secret ballot has not yet been taken, and
  - 20.6.2. the chair of the meeting consents to the withdrawal.
- 20.7. Secret ballots must be taken immediately and in such manner as the chair of the meeting directs.

## **21. PROXY NOTICES**

- 21.1. Proxies may only validly be appointed by a notice in writing (a “proxy notice”) which:
  - 21.1.1. states the name and address of the Member appointing the proxy;
  - 21.1.2. identifies the person appointed to be that Member’s proxy and the General Meeting in relation to which that person is appointed;
  - 21.1.3. is signed by the Member appointing the proxy, or is authenticated in such manner as the Board may determine; and
  - 21.1.4. is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the General Meeting to which it relates.
- 21.2. The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 21.3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 21.4. Unless a proxy notice indicates otherwise, it must be treated as:
  - 21.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
  - 21.4.2. appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.

- 21.5. Proxy notices must be received at least forty-eight (48) hours prior to the commencement of the meeting to which they relate.
- 21.6. A Member who is entitled to attend, speak and vote (either on a show of hands or by secret ballot) at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 21.7. An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the Member by whom or on whose behalf the proxy notice was given.
- 21.8. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

## **22. AMENDMENTS TO RESOLUTIONS**

- 22.1. An ordinary resolution to be proposed at a General Meeting may be amended by ordinary resolution if notice of the proposed amendment is given to the Company in writing by the Member entitled to vote at the General Meeting at which it is to be proposed not less than forty-eight (48) hours before the meeting is to take place (or such later time as the chair of the meeting may determine).
- 22.2. A special resolution to be proposed at a General Meeting may be amended by ordinary resolution, if:
  - 22.2.1. the chair of the meeting proposes the amendment at the General Meeting at which the resolution is to be proposed; and
  - 22.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 22.3. If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

## **23. FINANCIAL YEAR**

- 23.1. The financial year of the Company shall be agreed by the Board.

## **24. ACCOUNTS**

- 24.1. The Company shall keep or cause to be kept adequate accounting records in accordance with Chapter 2 of Part 6 of the Act.
- 24.2. The accounting records shall be kept on a continuous basis and shall be sufficient to explain the Company's transactions and facilitate the preparation of financial

statements that give a true and fair view of the assets, liabilities, financial position and profit or loss of the Company.

- 24.3. The Company's financial records shall be kept at the Registered Office or at such other place as the Board shall direct.
- 24.4. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the financial statements and accounting records of the Company shall be open to inspection of its Members, not being Directors of the Company.
- 24.5. The Board shall from time to time in accordance with the provisions of Part 6 of the Act cause to be prepared and to be laid before the Annual General Meeting of the Company such financial statements and reports of the Directors and statutory auditors as are required by those provisions to be laid before the Annual General Meeting.

## **25. AUDIT**

- 25.1. Statutory auditors shall be appointed by the Company and their duties regulated in accordance with Part 6 of the Act.

## **26. SEAL**

- 26.1. The Company shall have a common seal that states the Company's name in legible characters.
- 26.2. The seal shall be used only on the authority of the Board, 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 Board for the purpose.

## **27. ANTI-DOPING**

- 27.1. The Company accepts the Irish anti-doping rules which support the requirements of the World Anti-Doping Code within Ireland.

## **28. DISSOLUTION**

- 28.1. The Company may only be wound up by special resolution of the Members at a General Meeting.
- 28.2. If the Company is wound up or dissolved the provisions of article 6 of the Memorandum of Association shall apply.

**29. INDEMNITY**

29.1. The Company indemnifies each Director of the Company against any liability incurred in relation the Company, to the extent permitted by Section 235 of the Act.

**30. INSURANCE**

30.1. The Company may discharge the cost of Directors' and Officers' insurance for its Directors, on such terms as the Board shall decide.

**31. AMENDMENTS TO THESE ARTICLES**

31.1. The Company in General Meeting may agree amendments to these Articles by special resolution proving such amendments have been circulated in line with these Articles and are agreed by at least seventy-five percent (75%) majority of votes properly cast.

**32. NOTICES**

32.1. A notice may be given by the Company to any member personally or by sending it by post or electronic means (as defined in section 2(1) of the Act) to the Member at his or her registered address or email address (or, if not so registered, then to the address or email address of the Member last known to the Company). Section 218(5) of the Act shall apply.

32.2. The accidental omission to give notice of any meeting convened pursuant to these Articles, or the non-receipt of such notice by any person entitled to receive notice shall not invalidate the proceedings at that meeting.