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COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

Constitution

Of

*Irish Amateur Rowing Union Company Limited by
Guarantee*

26 March 2017



COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

Memorandum of Association

Of

Irish Amateur Rowing Union Company Limited by Guarantee

1. The name of the Company is Irish Amateur Rowing Union Company Limited by Guarantee.
2. The company is a company limited by guarantee registered under Part 18 of the Companies Act 2014 (The "Act").
3. The objects for which the Company is established are: -
 - (a) To acquire the assets and undertaking of the unincorporated association called the Irish Amateur Rowing Union and with a view thereto to enter into any agreement or agreements for that purpose
 - (b) To improve the standard of Oarsmanship in Ireland.
 - (c) To promote and control the interests of rowing and boat racing generally in Ireland, and to provide headquarters and other related facilities for rowing and boat-racing generally in Ireland;
 - (d) To promote and organise, or assist in promoting and organising regattas, simulated rowing events and competitions, meetings, championships, trials, training sessions, tours, demonstrations, festivals and other competitive and recreational events; and to select, prepare, train and administer competitors to represent the Company in Ireland and abroad.
 - (e) To enter into any agreements and make any arrangements which may be necessary or convenient in connection with such events.
 - (f) To ensure that all events held under the rules and regulations maintained by the Company are organised in accordance with the Rowing Ireland Water Safety Code as specified by the Board of the Company. (See Appendix 1)
 - (g) To encourage and support where appropriate participation by Irish National and Club Crews in International Competition.
 - (h) To be a member of or affiliated to the Fédération Internationale des Sociétés d'Avion and to co-operate with all such bodies belonging to or affiliated to the said Fédération and in particular to represent Irish rowing in the Fédération and such bodies, organisations or

associations, and to represent their views and interests to any appropriate authorities in other countries.

- (i) To arrange and provide for, or join in arranging and providing for, the holding of courses of education, instruction and exposition in rowing skills and techniques, the testing of skills and techniques, the establishment and conduct of a system of qualification for persons involved in such courses and testing, the establishment of standards of proficiency, the award of certificates or badges of attainment and the promotion of safety in rowing.
- (j) To make and enforce rules and regulations and to formulate and issue guidelines concerning all forms and aspects of rowing and racing, including the determination of amateur status and the conduct and management of any of the events referred to above; to encourage a code of conduct for rowing and racing and to promote the observance of the code by its members and others.
- (k) To determine and settle all questions and disputes relating to boat-racing in Ireland and any differences which may arise between affiliated clubs, referred to the Company for decision and to investigate and deal with any abuses at regattas or other rowing events which may be reported to it, or otherwise come to its notice.
- (l) To ensure equality of opportunity as an integral part of the Company objectives. Discrimination on the grounds of culture, religion, gender or ethnic grouping is prohibited.
- (m) To foster and develop local clubs as the primary nurturing base for Irish rowing.
- (n) To protect and advance the interests of rowing both in Ireland and abroad and to work for improved facilities for rowing in Ireland, by all such means as may seem appropriate including representation upon local, regional, national or international organisations.
- (o) To create and promote, by publicity and education, an informed and interested public opinion on the value and importance of rowing; to provide, by meetings, publications, exhibitions, lectures and addresses, displays of pictures, films, models, or by any other means, the collection and dissemination of knowledge about rowing in Ireland or elsewhere, and promote the provision or development of additional facilities.
- (p) To enter into any commercial venture relevant to the sport of rowing, the proceeds of such venture to be applied towards furthering the objects of the Company
- (q) To collect and receive money and funds by way of contributions, donations, subscriptions, legacies, grants or any other lawful method and to accept and receive gifts of property of any description for or towards all or any of the objects of the company.
- (r) Anti-Doping.
 - i) The anti-doping rules of Rowing Ireland are the Irish Anti-Doping Rules as amended from statutes and bye laws of Federation Internationale des Societes d’Aviron (Appendix 2).
 - ii). The Company shall have a focus, which continues to emphasise the overall development, safety, health and welfare at all levels within the sport.
 - iii). The Company shall be fully committed to safeguarding the wellbeing of the members of its affiliated clubs. Every member of the affiliated clubs of the company should, at all times, show respect and understanding for the rights, safety and welfare of others and conduct themselves in a way that reflects the principals and guidelines contained in the code of ethics and good practice for children’s sport in Ireland. (See Appendix 3)

- (s) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above objects, or calculated, directly or indirectly, to enhance the value of, or render more profitable any of the Company's property.
- (t) To import, export, buy, sell, barter, exchange, pledge, make advances on, take on lease or hire or otherwise acquire, alter, treat, work, manufacture, process, dispose of, let on lease, hire or hire purchase, or otherwise trade or deal in and turn to account as may seem desirable goods, articles, equipment, machinery, plant, merchandise and wares of any description and things capable of being used or likely to be required by persons having dealings with the Company for the time being.
- (u) To purchase take on lease or in exchange, hire or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever, and any rights, privileges or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, roads, railways, tramways, machinery, engines, rolling stock, vehicles, plant, live and dead stock, barges, vessels or things, and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
- (v) To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, offices, factories, mills, works, wharves, roads, railways, dams, tramways, machinery, engines, walls, fences, banks, sluices, or watercourses, and to clear sites for the same, or to join with any person, firm or company in doing any of the things aforesaid, and to work, manage and control the same or join with others in so doing.
- (w) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees of the Company or its predecessors in business or the dependants or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.
- (x) To improve, manage, cultivate, develop, exchange, let on lease or otherwise, mortgage, sell, charge, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company for the time being of the company for such consideration as the Company may think fit.
- (y) To receive and acquire money by donation, gift, subscription or otherwise and to apply or expend such funds to or upon all or any of the objects of the company, directly or indirectly.
- (z) To advance money or give credit to such persons, firms or companies including customers and others, with or without security, and upon such terms as may seem expedient as the Company may approve.

- (aa) To borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, bonds, obligations and securities of all kinds (perpetual or otherwise) and either redeemable 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 it may undertake and to purchase, redeem or pay off any such securities.
- (bb) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (cc) To subscribe for, take, purchase or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of this Company or carrying on any business capable of being carried on so as, directly or indirectly to benefit this Company.
- (dd) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.
- (ee) To support and subscribe to any charitable or public object, and any institution, society or club which may be for the benefit of the Company or its employees, or may be connected with any town or place where the Company carries on business; to give pensions, gratuities (to include death benefits) or charitable aid to any persons who may have been officers or employees or ex-officers or ex-employees of the Company, or, its predecessors in business, or to the spouses, children or other relatives or dependants of such persons; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any such person or of their spouses, children or other relatives or dependants.
- (ff) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by installments or otherwise, or in fully or partly paid up shares of any Company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (gg) To amalgamate with any other Company whose main objects are to include main objects similar to those of this company.
- (hh) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, subcontractors or otherwise.
- (ii) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that each sub-clause of this clause shall be construed independently of the other sub-clauses hereof, and that none of the objects mentioned in any sub-clause shall be deemed to be merely subsidiary to the objects mentioned in any other sub clause.

4. The liability of the members is limited.
5. 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 1 year after the date on which he or she ceases to be a member, for –
 - (a) the payment of the debts and liabilities of the company contracted before he or she ceases to be a member, and the costs, charges and expenses of winding up: and
 - (b) the adjustment of the rights and contributories among themselves,
such amount as may be required not exceeding €1.00
6. The income and property of the Company shall be applied solely towards the promotion of its main objects set forth in this Memorandum of Association. No portion of the Company's income and property shall be transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to members of the Company. No Director shall be appointed to any office of the Company paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Company. However, nothing shall prevent any payment in good faith by the Company of:
 - (a) Reasonable and proper remuneration to any member, officer or servant of the company (not being a Director) for any services rendered to the Company;
 - (b) Interest at any rate not exceeding 5% per annum on money lent by Directors or other members of the Company to the Company;
 - (c) Reasonable and proper rent for premises let by any member of the Company (including any Director) to the Company;
 - (d) Reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
 - (e) Fees, remuneration or other benefit in money or money's worth to any Company of which a Director may be a member holding not more than one hundredth part of the issued capital of such Company.
7. If upon winding up or dissolution of the Company there remains after the 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 some other company or companies, having main objects similar to the main objects of the Company, and which 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 6 hereof, such company or companies to be determined by the members of the Company, at or before the time of dissolution and if in so far as it cannot be given to the aforesaid provision then to some charitable object.

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

Articles of Association

Of

Irish Amateur Rowing Union Company Limited by Guarantee

PRELIMINARY

1. The optional provisions of the Act (as defined by Section 1177 of the Act) shall apply to the Company save and so far as they are disapplied, modified or supplemented by this Constitution and such optional provisions together with the provisions of this Constitution shall constitute the Regulations of the Company.

INTERPRETATION

2. In these Articles:

“Act” means the Companies Act, 2014.

“Affiliated Association” means a Watersports Association that has been recognised as such by the Company in accordance with the provisions of Articles 3 and 4.

“Affiliated Club” means a Club in Ireland that has been recognised as such by the Company in accordance with the provisions of Articles 3 and 4.

“Articles” means the Articles of the Company.

“The Board” means the Board of Directors of the Company

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

“Club” means any club in Ireland (whether organised as an unincorporated association, limited liability company, unlimited company, trusteeship or otherwise) which, in the opinion of the Board, *bona fide* offers rowing facilities to children and/or adults.

“Committee” means any sub-committee established by the Board.

“Director” Means both an Elected Director and an Independent Director

“Elected Director” means a director elected to the Board by the Affiliated Clubs in accordance with rules 52, 53, 54 and 55.

“Independent Director” means a director appointed to the Board by resolution of the Board not having been elected to that position by the Affiliated Clubs.

“Ireland” means the Republic of Ireland and Northern Ireland.

“Member” means a person who is a member of the Company having been registered as such subject to the rules of eligibility hereinafter set out.

“Member of an affiliated Club” means any current member of an affiliated club.

“Office” means the registered office of the Company.

“Officers” means the President, Secretary and Treasurer of the Company.

“Official” means all adults with either supervisory, coaching or management responsibility for rowers and includes national officials of the Company who travel with representative teams.

“Paid Up Affiliated Club” means an Affiliated Club that has paid all subscription fees, levies and fines (unless under appeal) due and payable to the Company at a given time as may be required by these Articles of Association or the Rules of Rowing Ireland.

“Province” means one of the four provinces: Connaught, Leinster, Munster and Ulster, or such regional variations of this which may be determined from time to time by a General Meeting of the Company.

“Rules of Rowing Ireland” means all regulations relating to the sport of rowing, competitions, conduct, discipline, administration of Clubs and Branches, and other matters relating to the sport of rowing in Ireland maintained in force and amended from time to time by the Company in accordance with its objects and powers.

“Secretary” means the Secretary of the Company. He shall keep the minutes of proceedings at all meetings of the Company. He shall undertake any correspondence, draw up the Annual Report and carry out any other duties usual to the Secretaryship. He shall have the power to delegate any or all of his duties, on agreement of the Board.

“Seal” means the common seal of the Company.

Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modifications thereof not in force when these regulations become binding on the Company.

AFFILIATION

3. The Clubs listed in the Appendix to these Articles shall respectively be deemed at the date hereof to be Affiliated Clubs.
4. The Board may, in its sole discretion, recognise by means of affiliation any Club making application to it in such form as may be prescribed by the Board. Such application for affiliation shall be accompanied by an application for membership in the form prescribed by the Board.
5. The Secretary shall keep an accurate register of all Affiliated Clubs and Affiliated Associations.
6. Each Affiliated Club shall supply on demand of the Board or whenever required by the Rules of Rowing Ireland a list of its club members and any information related to those club members reasonably required by the Board or prescribed in the Rules of Rowing Ireland. The constitution and bye-laws of an Affiliated Club shall require its club members to adhere to the Rules of Rowing Ireland and shall not be in conflict with any provisions of these Articles or the Rules of Rowing Ireland.
7. An Affiliated Club or Association may at any time withdraw its affiliation to the Company, whereupon any Member nominated by it shall cease to be a Member of the Company.
8. Should an Affiliated Club or Association have its affiliation suspended or withdrawn in accordance with the bye laws of the company, any Member nominated by it shall cease to be a Member of the Company.

BRANCHES

9. The Company recognises four Branches, the Munster, Leinster, Connaught and Ulster Branches, which consist of Committees representing the interests of the Clubs within their respective provinces. The constitution, powers and functions shall be as prescribed in the Rules of Rowing Ireland.

MEMBERS

10. The number of members with which the Company proposes to be registered is 200 but the Directors may from time to time register an increase of members in accordance with Subsection 4 of Section 1199 of the Act.
11. The following shall be eligible to apply for membership of the Company:

One member of each Paid Up Affiliated Club, having been nominated by that club to be a Member of the Company.
12. Every applicant for membership of the Company shall complete an application form for membership, in electronic or paper format, in such terms as may from time to time be determined by the Board and send or deliver the same to the Secretary at the Office. The application shall be accompanied by written confirmation from an Affiliated Club in a form

acceptable to the Board that the applicant for membership is the only person nominated for membership by that Club and that that Club withdraws any prior nomination given to any other person to be a member of the Company.

13. If the applicant is accepted for Membership then subject to receipt from the applicant of any subscription payable under Article 15, the applicant's name, address for service of notices (which shall be at the club nominating him/her), date of registration and the Club nominating him/her shall be entered upon the Register of Members of the Company. The Secretary shall keep an accurate Register of Members at the Office and shall update same from time to time as required.
14. The Board shall from time to time prescribe all fees, subscriptions and levies payable to the Company by Members.

Termination of Membership:

15. Membership shall automatically lapse:
 - (a) In the case of Members nominated by Affiliated Clubs, on the 31st December next following the date of their admission to membership or last renewal of membership by the Board, as the case may be, unless renewed by means of an application for membership in accordance with these Articles and in the form prescribed by the Board;
 - (b) In all cases, upon death.
16. A Member may at any time retire or withdraw from the Company by giving at least seven Clear Days' notice to the Company in writing.
17. The Board may remove any Member at any time of its own motion.
18. The Board shall remove a Member where it is satisfied that the Affiliated Club nominating that Member has withdrawn its nomination (whether in the course of nominating a replacement person for membership of the company or otherwise) or where the Club has ceased to be an Affiliated Club.
19. Termination of Membership shall not preclude any person from re-applying for membership or a renewal of his membership, provided the requirements for membership hereinbefore specified are met.

COMPANY SEAL

20. The Company's seal shall be used only by authority of its directors, or of a committee of its directors authorised by its directors in that behalf and any instrument to which a Company's seal shall be affixed shall be:
 - (a) signed by a director of the Company; and
 - (b) be countersigned by the secretary or by a second director (if any) of the Company or by some other person appointed for the purpose by a foregoing committee of them

And Subsection (2) of Section 43 is modified accordingly.

21. The Company's seal may also be used by a registered person and any instrument to which the

Company's seal shall be affixed when it is used by the registered person shall be signed by that person and countersigned by a director of the Company and Subsection (3) of Section 43 of the Act is modified accordingly.

22. In accordance with Subsection (2) of Section 44 of the Act the company may have for use in any place abroad an official seal which shall resemble the common seal of the company with the addition on its face of the name of every place abroad where it is to be used.

DIRECTORS

23. For the purpose of Subsection (1) of Section 161 of the Act, the signature of an alternate director shall suffice in place of the signature of the director appointing him or her.
24. For the purposes of Subsection (1) (d) of Section 228 of the Act, the reasonable personal use by a director of any property of the company and made available for use by the director in connection with the business or affairs of the Company shall be permitted, subject to any restrictions imposed by the Company under contract or otherwise.

THE BOARD

25. Unless otherwise determined by ordinary resolution, the number of Directors shall not be more than fifteen. Any person who is a member of an Affiliated Club shall be eligible for election to any position on the Board of Directors except that of Independent Director.
26. The Board shall be composed of the following:
- (i) The President, who shall be Chairman of the Company
 - (ii) Treasurer
 - (iii) Secretary
 - (iv) Four Vice-Presidents: one each from Ulster, Munster, Leinster and Connaught (nominated by their respective Branches).
 - (v) Four Provincial Representatives one each from Ulster, Munster, Leinster and Connaught (nominated by their respective Branches)
 - (vi) The former President(s) for the two years after leaving office.
 - (vii) Two Independent Directors appointed by the Board

Treasurer:

27. The Treasurer shall oversee the administration of the finances of Rowing Ireland. He shall present an account of the finances for the previous financial year at the AGM. He/she shall carry out all functions allotted to him/her under the Articles and rules of Rowing Ireland and as directed from time to time by the Board.

28. Honorary Secretary:

The Honorary Secretary shall keep the minutes of the proceedings of all meetings. He/she shall undertake any correspondence, draw up the Annual Report and carry out any other duties usual to the secretaryship. He/she shall communicate to the Honorary Secretaries of affiliated clubs, not fewer than fourteen days previously, a date for the closing of the Agenda Paper for the Annual General Meeting, such closing date to be not fewer than fourteen days before the date of the meeting.

Vice Presidents:

29. It is the responsibility of each Provincial Vice President to promote and extend the sport of rowing in his/her province.

Nomination and Election of Elected Directors:

30. The Vice-president and Provincial Branch Representative for each Province shall be elected by the Affiliated Clubs within such Province prior to the AGM. The names of the successful candidates in each Province shall be forwarded in writing by the Secretary of each Branch to the Honorary Secretary at least seven days prior to the Annual General Meeting. The Vice-president and Provincial Branch Representative for each Province shall be deemed elected without a poll.

31. The former President(s) for two years after leaving office shall be deemed elected without a poll.

32. At the AGM, the Members, subject to and in accordance with the provisions of these Articles of Association shall elect the following:

- (a) President
- (b) Secretary
- (c) Treasurer

Director – Term Limits

33. (i) Nominations for election can only be made by Members and must be notified to the Office 21 clear days prior to the date of the AGM. Every nominee must be a member of an Affiliated Club.
- (ii) All candidates for election must be proposed by a Member of a Paid Up Affiliated Club and seconded by another such club.
- (iii) A full list of candidates shall be forwarded to all Members 14 days prior to the AGM.
- (iv) Election shall be by simple majority of those present and voting at the meeting. No voting by proxy shall be allowed. In the event that there are more than two candidates for

any position, the Members shall vote using a ballot papers identifying their preferences in order. The candidate with the fewest votes will be eliminated and the second preferences of those voting for that candidate will be applied to the remaining candidates. Such process shall continue until one candidate achieves a simple majority of the votes of those present and voting.

(v) In the event that no nomination is made before the AGM for a post, the meeting may take nominations from the attending Members and elect from those nominated. In the event of there being no nominees, the members of the Board may appoint, either from their members or otherwise, a person to fill the role until the next General Meeting.

34. The term of all elected Directors shall be two years with the exception of the President which shall be a four year term. For the purpose of this clause, a year shall be understood to be the period between one AGM and the next.
35. With effect from the 2017 AGM, the maximum number of years which may be served by an elected or independent Director is 10 years.
36. President may be elected as President for a maximum of two four year terms. A President elected after more than 6 years on the Board may serve a full 4 year term as President although his/her full Board service will thereby exceed 10 years.
37. In order to ensure Board continuity, the election of the various Board positions shall be staggered. The following is the rota to be followed with effect from the from 2018 AGM:

2018 – President
Hon Secretary
Munster VP
Leinster VP
Connacht Representative
Ulster Representative

2019 - Hon Treasurer
Connacht VP
Ulster VP
Munster Representative
Leinster Representative

Transition Period

(i) The President elected in 2018 will serve a three year term until 2021 and for four year cycles thereafter. The Secretary elected in 2018 will serve for two years until 2020 and for two year cycles thereafter

(ii) To assist Board continuity during the transition period the maximum length of term for current Directors will be 10 continuous years and will not come into effect until the 2022 AGM. Consequently all existing Directors will have the option to be nominated for election up to and including the 2020 AGM. Only Directors whose Board membership will not exceed 10 continuous years will have the option for nomination at the 2022 AGM and subsequently.

Appointment of Independent Directors:

38. Independent Directors shall be appointed by the Board from time to time to bring specific expertise to the Board. Independent Directors shall hold office until the next Annual General Meeting at which such Annual General Meeting that Independent Director shall retire and may be reappointed by the Board. Any retiring Independent Director will absent themselves from the first meeting of the new Board to permit an evaluation of the requirement for the appointment of an Independent Director(s).

Powers of the Board:

39. Subject to the provisions of the Act, the Memorandum and these Articles of Association and to any directions given by special resolution the business of the Company shall be managed by the Board who may exercise all the powers of the Company. No alterations to the Memorandum or Articles of Association and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Board by the Articles of Association and a meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Board.
40. The Board may on resolution passed by a two thirds majority at a General Meeting of the Company introduce changes in the various rules for competitions for a trial period of up to four years or until the date of the next AGM, whichever should occur first. The resulting changes, if found to be of benefit in furthering the objectives of the Company, may then be proposed as a permanent change in the rules or otherwise lapse.

Proceedings of the Board:

41. Meetings of the Board shall take place as often as required, but at least once every six months. Seven clear days' notice must be given for such meetings.
42. A quorum of the Board shall consist of one third of its members plus one.
43. Any elected members of the Board who miss three consecutive meetings shall be deemed to have resigned.
44. The continuing Directors or sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as a quorum, the continuing Directors or Director may act only for the purpose of calling a general meeting.
45. The President shall preside at all meetings of the Board or, in his absence, one of the Vice-Presidents, and if, at any meeting, none of them are present the members of the Board shall elect a Chairman from among those present. The Chairman shall have a casting vote.
46. All acts done by a meeting of the Board, or of a committee of the Board or by a person as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office or were not entitled to vote, be as valid as if every such person had

been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

47. At meetings of the Board, the following shall be the order of business:

- (a) Read and confirm the minutes of the last meeting.
- (b) Any matters arising from the Minutes.
- (c) Reports from:
 - (i) The Chief Executive Officer
 - (ii) The Treasurer
 - (iii) Committees
 - (iv) Correspondence
 - (v) Any special matters not included in the above, which the Chairman may consider proper to be discussed.

Minutes:

48. The Board shall cause minutes to be made in books kept for the purpose

- (a) Of all appointments of officers made by the Company
- (b) Of all proceedings at meetings of the Company, and of the Board and of subcommittees of the Board, including the names of Directors and committee members present at each such meeting.

Director's and Committee Member's Expenses:

49. The Directors and committee members may be paid travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board or committees or general meetings or otherwise in connection with the discharge of their duties. The rates of recompense shall be determined from time to time by the Board.

Director's Appointments and Interests:

50. Subject to the provisions of the Act, and provided that he/she has disclosed to the Board the nature and extent of any material interest of his/her, a Director notwithstanding his/her office;

- (a) May be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) May be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
- (c) Shall not, by reason of his/her office, be accountable to the Company for any benefit which he/she derives from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

51. Save as otherwise provided by the Articles, a Director shall not vote at a meeting of the Board or of a sub-committee of the Board on any resolution concerning a matter in which he/she has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his/her interest or duty arises only because the case falls within one or more of the following paragraphs:
- (a) The resolution relates to the giving to him/her of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by him/her for the benefit of, the Company or any of its subsidiaries;
- (b) The resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company or any of its subsidiaries for which the Director has assumed responsibility or by the giving of security.
52. For the purpose of the foregoing two Articles:
- (a) An interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this Articles becomes binding on the Company) connected with a Director shall be treated as an interest of that Director.
- (b) A general notice given to the Board that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
- (c) An interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his/hers.
53. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote.
54. The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Article prohibiting a Director from voting at a meeting of the Board or of a sub-committee of the Board.
55. If a question arises at a meeting of the Board or of a sub-committee of the Board as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his/her ruling in relation to any Director other than him/herself shall be final and conclusive.

Delegation of the Board's Powers:

56. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his/her powers.
57. The Board may delegate any of its powers to a sub-committee and/or such other persons as they think fit. They may also delegate to any Chief Executive Officer or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Board may impose and

either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee shall be governed by the Articles regulating the proceedings of the Board, so far as they are capable of applying. The acts and proceedings of any sub-committee shall be reported to the Board in accordance with the provisions of these Articles.

58. The Board shall appoint the Chair of each committee who shall appoint sufficient members to effectively conduct the business of the committee
59. All committees shall report in writing to the Board in accordance with agreed procedures
60. Members of the Board may be appointed as members of any committee except the Disciplinary Committee.
61. An Officer is an ex-officio member of every committee except the Disciplinary Sub-Committee, which may be constituted by the Board from time to time
62. The Board at its discretion may at any time remove the Chair of any committee
63. Sub-Committee chairs shall serve a maximum term of four years and cannot be reappointed to the position for another four years thereafter. Outgoing chairs may sit on the sub-committee whose chair they are vacating.

Staff:

64. The Board may from time to time appoint persons as staff of the Company to conduct the activities of the Company for such period and on such terms as to remuneration and otherwise as they may think fit and, subject to the terms of any agreement entered into in any particular case, may revoke any such appointment. Such staff shall be designated by such title as the Board may from time to time decide.
65. A director of the Board (including the President) shall not be eligible for appointment to any paid office in the Company and if the holder of any such office shall become a Director his/her office shall at once be vacated.

GENERAL MEETINGS

66. The Company shall hold general meetings to which each Member of the Company shall be entitled to attend. The general meetings shall constitute the main policy making body within the Company. All general meetings other than the Annual General Meeting (AGM) shall be called Extraordinary General Meetings (EGMs).
67. A quorum of the company in General Meetings shall consist of one quarter of the number of fully affiliated clubs at that time.

The AGM:

68. The Company shall in each year hold an AGM in addition to any other EGM in that year and shall specify the meeting as such in the notice calling it.

69. Not more than 18 months shall elapse between the date of one AGM of the Company and that of the next.
70. Not less than 42 days' notice of the AGM shall be given. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.
71. The Board shall distribute to Members its report, statement of accounts for the year and resolutions, not less than 14 clear calendar days before the date fixed for the commencement of the AGM.
72. Any proposal to be put before the AGM by any Member shall be notified to the Secretary in writing not less than 28 days before such meeting.
73. Each proposal shall deal with one subject.
74. Resolutions proposing amendments to the Memorandum and Articles of the Company or the Rules of Rowing Ireland may be submitted by resolution of the Board or by any Member subject to the Resolution having been approved in writing by the proposing Member's Affiliated Club, prior to its submission for consideration at the Company's Annual General Meeting.
75. The Board may alter or amend any proposition which offends against the Memorandum and Articles of the Company but not otherwise and may composite any 2 or more proposals which, in the opinion of the Board, constitutes in substance the same proposal or which deals with the same subject matter and is to the same effect. The Board shall inform, in writing, any Members whose proposal is altered, amended or composited in accordance with this Article and shall then arrange for the final Annual General Meeting agenda to be prepared and furnished to each Member entitled to receive notice in accordance with these Articles not later than 14 clear days before the commencement of the Annual General Meeting. This provision shall be subject to the agreement of the proposing Member, which shall have the option of withdrawing its motion.

EGMs:

76. An Extraordinary General Meeting may be called for at any time by a minimum of ten Members, or on a resolution passed by the Board of the Company. The requisition shall set out the purpose for which the meeting is requested. On receipt of the requisition the Honorary Secretary shall within twenty-one days issue a notice in writing to all Members giving details of the date, time and venue of the proposed meeting and details of the matters to be considered.
77. A minimum of fourteen clear days' notice of such meeting must be given. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings of that meeting.
78. The only business that may be considered at any such meeting shall be the business for which the meeting shall have been called as stated in the requisition.

79. Where the business for which the meeting shall have been called includes a resolution proposing amendments to the Memorandum and Articles of the Company or the Rules of Rowing Ireland, the approval in writing of either the Board or the Affiliated Clubs nominating the Members calling the EGM shall be required.
80. The Board may alter or amend any proposition which offends against the Memorandum and Articles of the Company but not otherwise and may composite any 2 or more proposals which, in the opinion of the Board, constitute in substance the same proposal or which deal with the same subject matter and are to the same effect. The Board shall inform, in writing, any Member whose proposal is altered, amended or composited in accordance with this Article and shall then arrange for the EGM agenda to be prepared and furnished to each Member entitled to receive notice in accordance with these Articles, not later than 4 clear days before the commencement of the EGM. This provision shall be subject to the agreement of the proposing Member, which shall have the option of withdrawing its motion.

Proceedings at General Meetings:

81. The Board shall be responsible for arranging the timetable and order of business at the AGM, subject to the standing orders agreed by the membership at a general meeting and subsequently circulated.
82. The following shall be the order of business at the Annual General Meeting:
- (a) Receive and consider the Annual Report of the Board for the past year.
 - (b) Receive and consider the Audited Statement of Accounts and Balance Sheet for the past year.
 - (c) Elect Officers in accordance with Article 49 of the Articles of Association of Rowing Ireland.
 - (d) Elect Auditors.
 - (e) Confirm the list of Licensed Officials who have received their Licences from the Umpires Committee.
 - (f) Receive and confirm the Calendar of Events for the calendar year after next.
 - (g) Any other business ruled in order by the Chairman.
83. Any proposals to alter or amend Rowing Ireland Rules may only be considered and decided upon every fourth year when they may be put before either the Annual General Meeting on Notice or before an Extraordinary General Meeting convened for that purpose. Any amendment so proposed shall require a two-thirds majority of the votes cast at such a meeting to be adopted. The four-year cycle shall run from the 1st day of January in the first year of each Summer Olympic cycle. The restriction on changes to Part 2 (Rules for Competitive Rowing) of the Rowing Ireland Rules shall not apply for 2014 and 2015. For the avoidance of doubt, changes to Part 2 of the rules may be put before the Annual General Meeting on Notice or before an Extraordinary General Meeting convened for that purpose in 2014 or 2015.

84. The President shall preside at all meetings of the Company or, in his absence, one of the Branch Vice-Presidents, and if, at any meeting, none of them is present the members shall elect a Chairman from among those present. The Chairman shall have a casting vote.
85. The Chairman may, with the consent of the meeting (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give notice.
86. The Committee of every Regatta or Head of the River held under the Rules of Rowing Ireland and recognised by it, shall receive notice of every General Meeting of Rowing Ireland and is entitled to have one representative present. Such representative is entitled to express an opinion and speak to a resolution but not to propose, second or vote on any business or resolution.

Voting at General Meetings:

87. Voting rights shall apply as follows:

Each Member nominated by a Paid Up Affiliated Club shall have one vote.

88. Members must in advance of General Meetings take guidance from their respective nominating Affiliated Clubs as to what approach they will take matters on the agenda.
89. Voting by proxy shall not be allowed.
90. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
91. A resolution put to the vote of a meeting shall be decided by poll. Subject to the provisions of the Act (which require a Special Resolution for e.g. amendment of the Articles) a poll shall be determined by a simple majority of those present.
92. Where a resolution to amend the Company Memorandum and Articles or the Rules of Rowing Ireland is passed at a General Meeting, the effect of that resolution shall be immediate on completion of the AGM (or the AGM next following if passed at an EGM) unless otherwise decided at the meeting.

DISPUTE RESOLUTION

93. As a final point of appeal against a sanction imposed by the Company on a Member or Affiliated Club or Member of an Affiliated Club or in the event that for whatever reason the Company cannot use its own internal dispute resolution procedures, a dispute arising out of

or in connection with the Memorandum, Articles, or Rules of Rowing of the Company shall be referred to Just Sport Ireland for mediation in accordance with Just Sport Ireland Mediation Rules (as amended from time to time). If such a dispute so referred is not settled within one day of the mediation being instituted or such other period as the disputing parties may agree in writing, the dispute shall be referred to Just Sport Ireland for final and binding arbitration in accordance with Just Sport Ireland Arbitration Rules (as amended from time to time).

ANNUAL SUBSCRIPTIONS

94. The Directors shall be entitled from time to time to determine any Annual Subscription to be payable by any member of the Company. Such subscription shall be payable in advance on the 1st day of January each year. A person becoming a member of the Company after the 1st day of January in any year may be required by the Directors to pay the entire Annual Subscription in respect of that year. In the event that any member shall cease to be a member prior to the 1st day of January in any year that member shall not be entitled to any rebate of his Annual Subscription paid for that year.

VACATION OF OFFICE

91. The Office of a Director shall be vacated if the Director-
- (a) Is adjudicated bankrupt or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction; or
 - (b) becomes or is deemed to be subject to a disqualification order within the meaning of Chapter 4 of Part 14 of the Act ; or
 - (c) resigns his or her office by notice in writing to the company; or
 - (d) can no longer be reasonably regarded as possessing an adequate decision making capacity; or
 - (e) Is restricted in accordance with Section 819 of the Act and a Declaration of restriction is made in relation to the director and the directors, at any time during the currency of the declaration, resolve that his or her office be vacated; or
 - (f) Is sentenced to a term of imprisonment (including a term that is suspended) following conviction of an indictable offence (other than an offence under the Road Traffic Act, 1961, or any Act amending the same) unless the Directors otherwise determine. ; or
 - (g) Is for more than 6 months absent, without the permission of the directors, from meetings of the directors as during that period.

NOTICES

92. In any case in which a provision of the Act, or of the company's constitution, requires or authorises a notice to be served on or given to a member of the company by the company or an officer it may be delivered in one of the following ways:

- (a) by delivering it to the member;
- (b) by leaving it at the registered address of the member;
- (c) by sending it by post in a prepaid letter to the registered address of the member;
- (d) by electronic means provided the conditions as specified in subsection (4) of Section 218 of the Act are satisfied.

INDEMNITY

93. Every officer of the Company:

- (a) shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in defending any proceedings, whether civil or criminal, in which judgment is given in his or her favour in which he or she is acquitted or in connection with any proceedings or application referred to in or under Sections 233 or 234 of the Act in which relief is granted to him or her by the court.
- (b) shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in or about the execution of the duties of his or her office or otherwise in relation thereto 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 or her office in relation thereto. This regulation shall have effect only in so far as its provisions are not void under Section 235 of the Act.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	
Tom Fennessy	THOMAS FENNESSY 25 GLENCONNOR ROAD CLONMEL, CO. TIPPERARY
James Bermingham	TEACHER SAMES BERMINGHAM 18 CONNELL AVENUE, INCHICORE, DUBLIN
John McGeehan	RETIRED JOHN MCGEEHAN 44 BEECH PARK, ATHLONE, CO. WESTMEATH
Peter O'Regan	CML SERVANT DENIS O'REGAN 7 CARRIGMATION, MONKSTOWN, COBK
Francis Durkin	FORMER SOLDIER FRANCIS DURKIN DERRAVERRACH, CHARLENKE ROAD, TEMPLEMORE, CO. DUBLIN
Terence O'Brien	FORMER (TERENCE O'BRIEN) HUGHES BAR, WOOD QUAY, GALWAY
G. Rat	CORPORATION EMPLOYEE (GOLDEN ROAD) 73 BAZYLESSON ROAD SHANS BRIDGE, BELFAST ARCHITECT

Dated this 24th day of April 2002

Witness to the above Signatures:-

Barrister
Solicitor
17 Percy Place, Dublin 4.
(BARRY DOYLE)