

COMPANIES ACT 2014

COMPANY LIMITED BY GUARANTEE

Constitution

Of

Irish Amateur Rowing Union Company Limited by Guarantee

Updated ~~26 March 2017~~

[25 September 2021]

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~~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~~require that all events held under the rules and regulations maintained by the Company are organised in accordance with the Rules of Rowing Ireland ~~Water Safety Code as specified by the Board of the Company. (See Appendix 1)~~ and any other applicable published guidance from Rowing Ireland.
 - (f)(g) To encourage and support where appropriate participation by Irish National and Club Crews in International Competition.
 - (g)(h) To be a member of or affiliated to the ~~Fédération Internationale des Sociétés d'Aviron~~World Rowing federation ("World Rowing") and other appropriate organization or bodies in the interests of the Company, including but not limited to the Olympic Federation of Ireland and to co-operate with all such bodies ~~belonging to or affiliated to the said Fédération and in particular~~ and to represent Irish ~~rowing in the Fédération and such bodies, organisations or associations, and to represent their~~rowing's views and interests to any appropriate authorities both in Ireland and in other countries.
 - (h)(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)~~(j) To make and enforce rules and regulations and to formulate and issue guidelines ~~concerning for~~ all ~~forms and~~ aspects of the sport 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 in Ireland; in order to promote ~~the observance of the code by~~ fairness, inclusion, integrity, respectful and sporting behaviour, and to promote policies which align with governance ambitions identified in national sports policy in Ireland and Northern Ireland for the benefit of its affiliated clubs, their members and others, volunteers, and participants otherwise, in the sport.

~~(k)~~(k) To determine and settle all questions, complaints and disputes relating to ~~boat racing~~the sport of rowing 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)~~(l) To ensure equality of opportunity as an integral part of the Company objectives. Discrimination on ~~the any~~ grounds ~~of~~ including culture, religion, gender or ethnic grouping is prohibited.

~~(m)~~(m) To foster and develop local clubs as the primary nurturing base for Irish rowing.

~~(n)~~(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)~~(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)~~(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)~~(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~~Company.

~~(a) 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).~~

~~The Company shall have a focus, which continues to~~

(r) To reflect national and international best practice in rowing by promoting, encouraging and enforcing to the extent possible, standards, including regarding anti-doping developed by World Rowing, Sport Ireland or Sport Northern Ireland, or other applicable bodies as appropriate, for the betterment of the sport

~~(s)~~(s) To emphasise the overall development, safety, health and welfare at all levels within the sport.

~~(t)~~(t) ~~The Company shall be fully committed~~ To use reasonable endeavours to ~~safeguarding~~safeguard the wellbeing of the members of its ~~affiliated clubs. Every member~~Affiliated Clubs including, but not limited to, encouraging Members of the Company and members of the ~~affiliated clubs of the company should, at all times,~~Affiliated Clubs to 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~~Code of ethicsEthics and ~~good practice~~Good Practice for ~~children's sport~~Children's Sport in Ireland- (See Appendix 3) and Northern Ireland.

~~(u)~~(u) 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.

~~(v)~~(v) 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.

~~(w)~~(w) 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.

~~(x)~~(x) 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.

~~(y)~~(y) 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.

~~(z)~~(z) 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~~Company for such consideration as the Company may think fit.

~~(y)~~(aa) 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~~Company, directly or indirectly.

~~(z)~~(bb) 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)(cc)~~ (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)(dd)~~ (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)(ee)~~ (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)(ff)~~ (dd) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company.

~~(ee)(gg)~~ (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~~ dependents 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~~ dependents.

~~(ff)(hh)~~ (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~~ Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

~~(gg)(ii)~~ (gg) To amalgamate with any other Company whose main objects are to include main objects similar to those of ~~this company~~ the Company.

~~(hh)(jj)~~ (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)(kk)~~ (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.

4. 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. The liability of the Members is limited.

~~2.—The liability of the members is limited.~~

5. Every ~~member~~Member of the Company undertakes to contribute to the assets of the Company, if the ~~company~~Company is wound up while ~~he or she~~one is a ~~member~~Member or is wound up within 1 year after the date on which ~~he or she~~one ceases to be a ~~member~~Member, for –
- (a) the payment of the debts and liabilities of the ~~company~~Company contracted before ~~he or she~~one ceases to be a ~~member~~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~~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~~Member, officer or servant of the ~~company~~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~~Members of the Company to the Company;
 - (c) Reasonable and proper rent for premises let by any ~~member~~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~~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~~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~~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, as amended.

~~“Affiliated Association”~~ “ADM” or “Annual Delegate Meeting” is a meeting convened under Part 6 and 7 of the Rules of Rowing Ireland to respectively elect committees for the development of Coastal and Offshore rowing policy under the direction of the Company.

“AGM” or “Annual General Meeting” means ~~a Watersports Association that has been recognised as such~~ the annual meeting convened by the Company ~~in accordance with~~ for the ~~provisions~~ management of ~~Articles 3~~ Company business and ~~4~~ election of officers.

“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~~ Article 4.

“Articles” means the Articles of the Company.

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

“Branches” means the representative bodies for the different constituencies of Rowing Ireland, as set out in Article 8.

“Connacht/Ulster Branch” means the Branch comprising the paid up and Affiliated Clubs with Full Voting Rights within the five counties of Connacht and the three counties of Ulster within the Republic of Ireland.

“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.

“Coastal and Offshore Branch” means a Branch comprising the paid up and Affiliated Clubs who only vote at the Coastal and Offshore ADMs as defined in Part 6 and part 7 of the Rules of Rowing Ireland.

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

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

“EDM” or “Extraordinary Delegate Meeting” is a meeting convened under Part 6 and 7 of the Rules of Rowing Ireland outside of the ADM for specific purposes and in accordance with the requirements for an EGM under these Articles.

“EGM” or “Extraordinary General Meeting” is a meeting of the Company convened in line with these articles outside of the AGM.

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

“Full Voting Rights” means those Affiliated Clubs availing of senior affiliation or junior affiliation only.

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

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

“Leinster Branch” means the Branch comprising the paid up and Affiliated Clubs with Full Voting Rights within the twelve counties of Leinster.

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

“Member of Rowing Ireland” means any registered and paid up member of Rowing Ireland.

“Munster Branch” means the Branch comprising the paid up and Affiliated Clubs with Full Voting Rights within the six counties of Munster.

“Northern Ireland Branch” means the Branch comprising the paid up and Affiliated Clubs with Full Voting Rights within the six counties of Ulster in Northern Ireland and any boroughs which are within Northern Ireland.

“Office” means the registered office of the Company.

“Officers” means the President, [Chairperson](#), Secretary and Treasurer of the Company.

~~“Official” means all adults with either supervisory, coaching or management responsibility for rowers~~
~~“Registered Athlete” is a Member a paid up and includes national officials of the Company who travel with representative teams.~~

~~“Paid-Up-Affiliated Club” means who is also a Member of Rowing Ireland and has competed in the last 12 months in an Affiliated Club that has paid all subscription fees, levies and fines (unless event held 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~~[The Secretary](#) shall keep the minutes of proceedings at all meetings of the Company. ~~He~~[The Secretary](#) shall undertake any correspondence, draw up the Annual Report and carry out any other duties usual to the Secretaryship. ~~He~~[The Secretary](#) 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.

~~“Vice-President” means a person elected separately by each Branch (Munster; Leinster; Connacht/Ulster; Northern Ireland, and, Coastal & Offshore) and the constituency of registered athletes in accordance with these Articles.~~

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~~[Company](#) shall ~~respectively be deemed at the date hereof to be~~[maintain an accurate register of all](#) Affiliated Clubs, [Members and Members of Rowing Ireland](#).
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 affiliations shall be accompanied by an application for membership in the form prescribed by the Board.~~

~~1.—The Secretary shall keep an accurate register of all Affiliated Clubs and Affiliated~~

~~Associations:~~

5. ~~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~~ 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.
6. 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.
7. Should an Affiliated Club ~~or Association~~ have its affiliation suspended or withdrawn in accordance with the ~~bye-laws~~ Rules of ~~the company,~~ Rowing Ireland any Member nominated by it shall cease to be a Member of the Company.

BRANCHES

8. The Company serves its Members in all four provinces of Ireland and for administrative purposes recognises ~~four~~ five Branches, ~~of the Company, being (i) Munster, (ii) Leinster, (iii) Connaught and Ulster, (iv) Northern Ireland; and, (v) Coastal & Offshore~~ Branches, which consist of ~~Committees~~ committees representing the interests of the Affiliated Clubs within their respective ~~provinces~~ geographies. The ~~constitution, powers~~ role and functions of each Branch shall be ~~as prescribed in the Rules of Rowing Ireland, aligned with the Company requirements and agreed through terms of reference signed off by the Board.~~
9. The Company also recognises a nominee of the Registered Athletes.
10. Each Branch shall be separately entitled to elect one candidate for the role of Vice President. The Registered Athlete's Vice President will be elected in accordance with the provisions below.

MEMBERS OF THE COMPANY

Number of Members:

11. The number of ~~members~~ Members with which the Company proposes to be registered is ~~200~~ but the Directors unlimited.

Members:

9. ~~12.~~ The membership shall consist of one member of each Affiliated Club with Full Voting Rights as the Board may from time to time register an increase of members in accordance with Subsection 4 of Section 1199 of the Act. admit to membership.

The following Eligibility for Membership of the Company:

10. ~~13.~~ One member of each Affiliated Club with Full Voting Rights shall be eligible to apply for membership of the Company. That member shall be the secretary of that Affiliated Club, unless otherwise agreed in writing by the Board of Directors. Provision for Members to be represented at General Meetings of the Company, by way of an authorised proxy are set out in Articles 96 to 100.

~~One member of each Paid Up Affiliated Club, having been nominated by that club to be a Member of the Company.~~

Application for Membership:

~~11.14.~~ Every applicant for membership of the Company shall

- (a) 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~~
- (b) accompany the application with written confirmation from the 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 secretary of the Affiliated Club withdraws any prior nomination given.

Admission to any other person to be a member of the Company. Membership:

~~12.15.~~ If the applicant is accepted ~~for Membership then subject to receipt from the applicant of any subscription payable under Article 15~~ as a Member of the Company by the Board, the applicant's name, address for service of notices (which shall be at the ~~club~~ Club nominating him/her), date of registration and the Affiliated 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.

~~2. The Board shall from time to time prescribe all fees, subscriptions and levies payable to the Company by Members.~~

TERMINATION OF MEMBERSHIP

Automatic Termination of:

Membership:

~~13.16.~~ Membership of the Company 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~~ as Member 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~~ Article 15 and in the form prescribed by the Board;
- (b) In all cases, upon death.

Resignation by a Member:

~~14.17.~~ 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.

The Removal by the Board may:

18. The Board shall remove any Member:

- (a) at any time of its own motion. The Board shall have the power to remove any Member by giving seven Clear Days' notice in writing to the Member and the Members' Affiliated Club.

- (b) ~~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~~Company or otherwise) or where the Club has ceased to be an Affiliated Club.

~~15.~~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

- (a) 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: signed by a director of the Company; and
- ~~(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~~and Subsection (2) of Section 43 of the Act is modified accordingly.

~~16.~~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.

~~17.~~22. In accordance with Subsection (2) of Section 44 of the Act the ~~company~~Company may have for use in any place abroad an official seal which shall resemble the common seal of the ~~company~~Company with the addition on its face of the name of every place abroad where it is to be used.

~~3.—~~

~~DIRECTORS~~

~~4.— 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.~~

~~5.— 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

~~Unless otherwise determined by ordinary resolution, the~~ **Number of Directors:**

23. The number of Directors shall not be more than ~~fifteen.~~ ~~Any~~ twelve (12). The Board shall endeavour for a composition that comprises at least 40% (i.e. 5 of 12) of each gender amongst its Directors (which includes its Officers in its total number). Any committees established by the Board or Chief Executive Officer, as delegated by the Board, shall endeavour to achieve a similar composition.

Eligibility for Nomination:

~~18.~~24. Any person who is a member of an Affiliated Club and is registered as a member of Rowing Ireland shall be eligible for nomination or election to any position on the Board ~~of Directors~~ except that of Independent Director, Treasurer or Chairperson.

Composition of the Board:

~~19.~~25. The Board shall ~~be composed of~~ comprise the following:

(a) The President;

(b) Chairperson, who shall be elected by the Board from its members;

~~(a)~~(c) Treasurer, who shall be Chairman of elected by the ~~Company~~ Board from its members;

~~(i) Treasurer~~

~~(b)~~(d) Secretary;

(e) ~~Four~~Six (6) Vice-Presidents; comprising one individual from each from Ulster, of the following:

i. Munster, Branch Vice-President;

~~i.ii. Leinster and Connaught (nominated by their respective Branches).~~Branch Vice-President;

~~(ii) Four Provincial Representatives one each from Ulster, Munster, Leinster and Connaught (nominated by their respective Branches)~~

iii. The Connacht/Ulster Branch Vice-President;

iv. Northern Ireland Branch Vice-President;

v. Coastal and Offshore Branch Vice-President; and

vi. a Vice-President elected by Registered Athletes;

~~(e)(f) the former President(s) for the two years~~one year after leaving office; ~~and,~~

~~(g) Two~~Three (3) Independent Directors, who shall be nominated and elected by the Board of Directors.

Election of President:

26. The President of the Company shall be elected in accordance with these Articles by the Members of the Company voting at the Annual General Meeting of the Company. The President shall when elected be a member of the Board of Directors. If a President fails to be re-elected, then the President shall cease to be a member of the Board.

Election of Secretary:

27. The Secretary of the Company shall be elected in accordance with these Articles by the Members of the Company voting at the Annual General Meeting of the Company. The Secretary shall when elected be a member of the Board of Directors. If the Secretary fails to be re-elected, then the Secretary shall cease to be a member of the Board.

Election of Vice-Presidents:

28. The Vice-Presidents shall be elected in accordance with Article 41~~40~~ as follows:

(a) The Munster Vice-President shall be elected by the Paid-Up Affiliated Clubs with Full Voting Rights within the Munster Branch no later than fourteen (14) days prior to the AGM.

(b) The Leinster Vice-President shall be elected by the Paid-Up Affiliated Clubs with Full Voting Rights within the Leinster Branch no later than fourteen (14) days prior to the AGM.

(c) The Connacht/Ulster Vice-President shall be elected by the Paid-Up Affiliated Clubs with Full Voting Rights within the Connacht/Ulster Branch no later than fourteen (14) days prior to the AGM.

(d) The Northern Ireland Vice-President shall be elected by the Paid-Up Affiliated Clubs with Full Voting Rights within the Northern Ireland Branch no later than fourteen (14) days prior to the AGM.

- (e) The Coastal and Offshore Vice President shall be elected by the Paid-Up Affiliated Clubs with Full Voting Rights at the combined Coastal and Offshore ADM.
- (f) The election of the Registered Athlete Vice-President shall be prescribed in the Rules of Rowing Ireland and coordinated by the Company using its electronic member registry and the election shall take place no later than fourteen (14) days prior to the AGM.

The names of the successful candidates described above shall be forwarded in writing by the secretary of each Branch, a nominee of the Coastal Committee and Offshore Committee, and an officer of the Company on behalf of the Registered Athlete Vice-President to the Secretary of the Company at least seven (7) days prior to the Annual General Meeting.

Each Vice-President shall be deemed elected at the Company AGM without a poll and when so elected shall become a Director of the Company. Any candidate who may leave the role for any reason, shall be replaced, as soon as practically possible.

Election of Former President:

- ~~20-29.~~ The former President shall be appointed by the Board to the Board for one year after leaving office and shall be deemed elected to the Board at the AGM without a poll.

Appointment of Independent Directors:

30. The Board shall appoint annually following the AGM three (3) Independent Directors 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).

Election of Chairperson and Treasurer:

31. At the first meeting of the Board after the annual general meeting of the Company, the Board shall proceed to elect from the Board a Chairperson and a Treasurer for a period of one (1) year.

Nominations:

32. Nomination for the office of President and Secretary at the AGM:

- (a) can only be made by Members and must be notified to the Office twenty one Clear Days prior to the date of the AGM. Every nominee to Office must be a member of an Affiliated Club and registered as a member of Rowing Ireland.
- (b) All candidates for election must be proposed by a Member of a Paid-Up Affiliated Club and seconded by another Affiliated Club Member.
- (c) A full list of candidates shall be forwarded to all Members fourteen (14) days prior to the AGM.
- (d) 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

Election:

33. Election shall be by simple majority of those present and voting at the meeting. 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.

Directors:

34. The Directors shall be responsible for all legal duties and obligations imposed by the Act, other statutes and at common law.

Treasurer:

~~21.~~35. The Treasurer shall oversee the administration of the finances of Rowing Ireland. ~~He~~The Treasurer 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~~Rules of Rowing Ireland and as directed from time to time by the Board.

Honorary Secretary:

~~22.~~36. The ~~Honorary~~ Secretary shall keep the minutes of the proceedings of all meetings. ~~He/she~~The Secretary shall undertake any correspondence, draw up the Annual Report and carry out any other duties usual to the secretaryship. ~~He/she~~The Secretary shall communicate to the ~~Honorary Secretaries~~secretaries of ~~affiliated clubs~~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. The Secretary shall maintain and keep current a register of conflicts for Board members.

Vice Presidents:

~~6.~~—It is the responsibility of each ~~Provincial~~Vice-President to act impartially as a Board Director, to advocate and support Rowing Ireland's development ambitions and to generally promote and extend the sport of rowing ~~in his/her province.~~

Nomination and Election of Elected Directors:

~~7.~~—~~The~~ ~~Vice-president~~Presidents must take account of 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~~become literate in sports policy and ~~Provincial Branch Representative for each Province shall be deemed elected without a poll.~~

~~8.~~—~~The former President(s) for two years after leaving office shall be deemed elected without a poll.~~

~~23.~~37. At the AGM, the Members, subject to related governance and ~~in accordance with the provisions of these Articles of Association shall elect the following:~~funding issues in Ireland and Northern Ireland.

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

Director— Term ~~Limits~~ Limitations:

~~9. (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.~~

~~A full list of candidates shall be forwarded to all Members 14 days prior to the AGM.~~

~~(iii) **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.~~
~~(iv) 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.~~

Term:

~~24.38.~~ 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.

Consecutive Years - Directors:

~~25.39.~~ With effect from the 2017 AGM, the maximum number of years which may be served by an ~~elected~~Elected or ~~independent~~Independent Director is 10 years.

Consecutive Years – President:

~~26.40.~~ The 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~~four year term as President although his/her full Board service will thereby exceed 10 years and Article 39 does not apply in such circumstances.

Rotation of Directors:

~~27.41.~~ 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~~2021 AGM:

- (a) ~~2018 — President Hon~~2022: Secretary, Munster ~~VP~~Vice-President, Leinster ~~VP~~Vice-President

~~Connacht Representative~~
~~Ulster Representative~~

~~2019 — Hon Treasurer~~
~~Connacht VP~~

~~Ulster VP~~
~~Munster Representative~~
~~Leinster Representative~~

- (b) 2023: First nominations for Connacht/Ulster Vice-President, Northern Ireland Vice-President, Coastal and Offshore Vice President, Registered Athlete Vice-President

Transition Period

Subject to the terms of Article 39

~~28.42.~~ The, the President elected in ~~2018~~2021 will serve a three-year term until ~~2021~~2024 and for four year cycles thereafter. The Secretary elected in 2018 will serve for two years until 2020 and for two year cycles thereafter

- (a) 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.
- (b) ~~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.
- (c) The previously nominated representatives of each Province shall stand down at the 2022 AGM or sooner, if their two year term is finished.

POWERS OF THE BOARD

~~Appointment of Independent Directors:~~

~~29.1. 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:~~

~~30.43.~~ 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.

Removal of Directors:

44. Any Director of the Company may, subject to the provisions of section 146 of the Act, be removed from office at a general meeting by a simple majority of the votes cast. Additionally or alternatively, a director appointed by the Board pursuant to section 144(3)(b) of the Act may at any time prior to the next following annual general meeting of the Company be removed at a Board meeting for which the agenda, listing the motion for removal, has been circulated at least 14 days in advance of the meeting and provided not less than two-thirds of those present support the motion. In addition to the statutory powers to remove directors pursuant to the Act, the Directors shall have the power to discipline, suspend or expel a Director should he/she refuse to function with the other Directors.

Vacation of Office:

45. 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
- ~~(a)~~ (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

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

~~10. 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. 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:

(e) ; or

(f) is absent for three (3) consecutive meetings of the Board, without the written permission of the Board.

PROCEEDINGS OF THE BOARD

Board Meetings:

~~31.46.~~ Meetings of the Board shall take place as often as required, but at least once every ~~six~~three months. Seven ~~clear days'~~(7) Clear Days' notice must be given for such meetings.

Quorum:

~~32.47.~~ A quorum of the Board shall consist of one third of its ~~members~~Members plus one.

~~11. Any elected members of the Board who miss three consecutive meetings shall be deemed to have resigned.~~

~~33.48.~~ 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.

~~12. 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.~~

Chairperson:

49. The chairperson of the Board shall act as chairperson at all general meetings of the Company or if there is no such chairperson, or if not present within 15 minutes after the time appointed for the holding of the meeting or unwilling to act, the Directors present shall elect one of their number to be chairperson of the meeting. If at any meeting no director is willing to act as

chairperson or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be chairperson of the meeting. Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

~~34.50.~~ The Chairperson 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

~~35.51.~~ 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.

~~36.52.~~ 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~~Chairperson may consider proper to be discussed.

Minutes:

~~37.53.~~ The Board shall cause minutes to be made in books kept for the purpose

- (a) Of all appointments of officers made by the Company; and,
- (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:

~~38.54.~~ 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:

~~39.55.~~ 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.

~~40.~~56. 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.

~~41.~~57. 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.

~~42.~~58. 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.

~~43.~~59. 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.

~~44.~~60. 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~~Chairperson 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:

~~45.~~61. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his/her powers.

~~46.62.~~ 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~~that person. 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.

~~47.63.~~ The Board shall appoint the ~~Chair~~chairperson of each committee who shall appoint sufficient members to effectively conduct the business of the committee.

~~48.64.~~ ~~All committees~~Unless otherwise decided by the Board: the Audit, Governance and Remuneration Committees shall report ~~in writing~~ to the Board in accordance with agreed ~~procedures~~terms of reference. All other Committees shall report to the CEO in accordance with agreed terms of reference unless otherwise decided by the Board.

~~49.65.~~ Members of the Board may be appointed as members of any committee except the Disciplinary Committee.

~~50.66.~~ 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.

~~51.67.~~ The Board at its discretion may at any time remove the ~~Chair~~chairperson of any committee of the Board.

~~52.68.~~ Sub-Committee ~~chairs~~chairpersons 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:

~~69.~~ The Board may establish operational committees which report to the Chief Executive Officer. The Chief Executive Officer shall agree a nominee for the chairperson of each such committee with the Board. The Chief Executive Officer shall appoint a chairperson who shall appoint sufficient members to effectively conduct the business of the committee.

STAFF

~~53.70.~~ 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.

~~71.~~ 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 immediately.

GENERAL MEETINGS

~~54.72.~~ 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")~~).

~~55.73.~~ A quorum of the ~~company~~ Company in General Meetings shall consist of one quarter of the number of ~~fully affiliated clubs at that time~~ Affiliated Clubs with Full Voting Rights.

The AGM:

~~56.74.~~ 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.

~~57.75.~~ Not more than ~~18~~ fifteen (15) months shall elapse between the date of one AGM of the Company and that of the next.

~~58.76.~~ Not less than ~~42 days'~~ twenty-one (21) Clear 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.

~~59.77.~~ The Board shall distribute to Members its report, statement of accounts for the year and resolutions, not less than ~~14 clear calendar days~~ fourteen (14) Clear Days before the date fixed for the commencement of the AGM.

~~60.78.~~ 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.~~ fourteen (14) Clear Days before such meeting. Such proposals shall be shared by the Secretary with the Members, as soon as possible after receipt and review by the Board.

~~61.79.~~ Each proposal shall deal with one subject.

~~62.80.~~ 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.

~~63.81.~~ Resolutions proposing amendments to Part 6 (Coastal) and Part 7 (Offshore) of the Rules of Rowing Ireland, shall be proposed by ~~affiliated clubs~~ Affiliated Clubs at the respective ~~Annual Delegate Meeting~~ ADM in accordance with the procedures outlined in Part 6 and Part 7 of the Rules of Rowing Ireland. Any such rules may not offend against the Rowing Ireland Constitution or Part 1 of the Rowing Ireland Rules.

~~64.82.~~ 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:

~~65.~~83. An Extraordinary General Meeting may be called for at any time by a minimum of ten Members of the Company, 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~~(21) Clear 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.

~~66.~~84. A minimum of fourteen ~~clear days'~~(14) 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.

~~67.~~85. 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.

~~68.~~86. 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.

~~69.~~87. 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 four (4-clear days) 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:

~~70.~~88. 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.

~~71.~~89. 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) Receive and consider reports from the committees and branches.

~~(e)~~(d) Elect Officers in accordance with ~~Article 49 of~~ the Articles of Association of ~~Rowing Ireland~~the Company.

~~(d)~~(e) Elect Auditors.

~~(a) Receive and confirm the Calendar of Events for the calendar year after next.~~

~~(e)~~(f) Any other business ruled in order by the ~~Chairman~~Chairperson.

~~13. 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. Changes to Part 6 or Part 7 of the rules will be put before an Annual Delegate Meeting or Extraordinary Delegate Meeting of the relevant Division. 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 6 or Part 7 of the rules shall not apply during the period 2018-2020.~~

~~14. 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.~~

~~15. 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.~~

~~72.90.~~ 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:

Voting rights ~~shall apply as follows:~~

~~73.91.~~ Each Member nominated by a Paid-Up Affiliated Club with Full Voting Rights shall have one vote. Members must in advance of General Meetings take guidance from their respective nominating Paid-Up Affiliated Clubs/Club as to what approach they will take matters on the agenda.

Proxies:

~~74.92.~~ Voting by proxy shall be in accordance with Articles 96 to 100 ~~not be allowed.~~

Objection to Votes:

~~75.93.~~ 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~~ Chairperson whose decision shall be final and conclusive.

Voting by Poll:

~~76.94.~~ 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.

Effect of Resolutions:

~~77.95.~~ Where a resolution to amend the ~~Company~~ Company's 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.

PROXIES

96. A Member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a Member or not) as his or her proxy to attend and vote instead of him or her. A proxy so appointed shall have the same right as the Member to speak at the meeting and to vote on a show of hands and on a poll.

97. The instrument appointing a proxy (the "Instrument of Proxy") shall be in writing:

(a) under the hand of the appointer or of his or her attorney duly authorised in writing; or,

(b) if the appointer is a body corporate, either under seal of the body corporate or under the hand of an officer or attorney of it duly authorised in writing.

98. The Instrument of Proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company or at such other place within the State as is specified for that purpose in the notice convening the meeting, and shall be deposited not later than the following time:-

(a) 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or,

(b) in the case of a poll, 48 hours before the time appointed for the taking of the poll.

99. The depositing of the Instrument of Proxy may, rather than its being effected by sending or delivering the instrument, be effected by communicating the instrument to the Company by electronic means (as defined in section 2 of the Act) and this Article likewise applies to the depositing of anything else referred to in the preceding Article.

100. An instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit –

[Name of Company] (the “Company”)

[Name of voting Member] (the “Member”) of [Address of Member] being a Member of the Company hereby appoint/s [name and address of proxy] or failing him or her [name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows:-

Voting instructions to proxy

(Choice to be marked with an “X”)

<u>Number or description of resolution:</u>	<u>In Favour</u>	<u>Abstain</u>	<u>Against</u>
<u>1.</u>			
<u>2.</u>			
<u>3.</u>			

Unless otherwise instructed, the proxy will vote as he or she thinks fit.

Signature of Member.....

Dated [date]

RULES OF ROWING IRELAND

101. Any proposals to alter or amend the Rules of Rowing Ireland may 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.

102. Changes to Part 6 or Part 7 of the Rules of Rowing Ireland may be put before an Annual Delegate Meeting or Extraordinary Delegate Meeting of the relevant Division.

103. Any amendment so proposed at Articles 101 or 102 shall require a two-thirds majority of the votes cast at such a meeting to be adopted.

104. The four-year cycle referred to in Article 101 shall normally run from the 1st day of January in the first year of each Summer Olympic cycle.

105. To cover issues which may arise during the four-year cycle, the Board may propose changes to the rules for Competitive Rowing (Part 2 to Part 7 of the Rules of Rowing Ireland) for a trial period of up to four years, or until the date of the next rule change meeting. 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.

106. In addition, committees established by the Board may also propose temporary rules to the Board.

107. 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.

108. The Board may revise the Rules of Rowing Ireland, or introduce any new Rules of Rowing Ireland to take account of historic learning, or development of best practice in the following areas:

(a) athlete welfare and well-being;

(b) child safeguarding;

(c) conduct and discipline;

(d) governance;

(e) safety; and,

(f) standards.

DISPUTE RESOLUTION

~~78.~~109. 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, of the Company or Rules of Rowing ~~of the Company~~Ireland 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

~~79.~~110. 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~~the 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~~

~~becomes or is deemed to be subject to a disqualification order within the meaning of Chapter 4 of Part 14 of the Act; or~~

~~(b) resigns his or her office by notice in writing to the company; or~~

~~(b)(a) can no longer be reasonably regarded as possessing an adequate decision making capacity; or~~

~~(c) 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~~

~~(d) 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~~

~~(e) Is for more than 6 months absent, without the permission of the directors, from meetings of the directors as during that period.~~

NOTICES

~~80.~~111. In any case in which a provision of the Act, or of the ~~company's~~Company's constitution, requires or authorises a notice to be served on or given to a ~~member~~Member of the ~~company~~Company by the ~~company~~Company or an officer it may be delivered in one of the following ways:

(a) by delivering it to the ~~member~~Member;

(b) by leaving it at the registered address of the ~~member~~Member;

(c) by sending it by post in a prepaid letter to the registered address of the ~~member~~Member;

(d) by electronic means provided the conditions as specified in subsection (4) of Section 218 of the Act are satisfied.

INDEMNITY

~~81.~~112. Every Director or 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~~one may sustain or incur in defending any proceedings, whether civil or criminal, in which judgment is given in ~~his or her~~one's favour in which ~~he or she~~one 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~~one 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~~one may sustain or incur in or about the execution of the duties of ~~his or her~~one's 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~~one's 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	
John Fennessy	THOMAS FENNESSY 25 GLENCONNOR ROAD COOMBE, CO. TIPPERARY
James Bermingham	TEACHER JAMES BERMINGHAM 18 CONNELL AVENUE, INCHICORE, DUBLIN
John McGeehan	RETIRED JOHN MCGEEHAN 44 BEECH PARK, ATHLONE, CO. WESTMETH
Peter O'Brien	CIVIL SERVANT DENIS O'BRIEN 7 CARRIGMATHON, MONKSTOWN. COBK
Francis D. L.	SOLDIER SOLDIER FRANCIS DUKKIN TERRAVERRACH, CHARLENKE ROAD, TEMPLEMORE, CO. DUBLIN
Percy O'Brien	DOCTOR (TERENCE O'BRIEN) HUGHES BAR, WOOD QUAY, GALWAY
G. Rad	CORPORATION EMPLOYEE (GOLDEN POND) 73 BAZYLESSON ROAD SHANS BRIDGE, BELFAST ARCHITECT

Dated this 24th day of April 2002

Witness to the above Signatures:-

Barr's Doyle (BARR'S DOYLE)
Solicitor
17 Percy Place, Dublin 4.