

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

CONSTITUTION
OF
IRISH SPORT AND EXERCISE SCIENCES ASSOCIATION LIMITED BY
GUARANTEE

(the “**Company**”)

Incorporated 9th November 2023

(As amended by Special Resolution on the 9 April 2025)

COMPANY NUMBER: 751890

Irish Sport and Exercise Science Association CLG

c/o Sport Ireland Institute,

Sport Ireland National Sports Campus,

Blanchardstown, Dublin 15

MEMORANDUM OF ASSOCIATION

1. The name of the Company is **IRISH SPORTS AND EXERCISE SCIENCES ASSOCIATION LIMITED BY GUARANTEE**.
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act.
- 2.1. The main object for which the Company is established is to promote evidence-informed practice within the sport and exercise sciences community in Ireland, to facilitate all-island collaborative impact through integrated learning, networking and research initiatives, and to develop accreditation pathways for members.
- 2.2. The following objects are ancillary to and exclusively in furtherance of the foregoing:
 - (a) To establish ISESA as the representative body of members of the sport and exercise science community in Ireland
 - (b) To promote evidence-informed practice within the sport and exercise sciences community in Ireland
 - (c) To facilitate all-island collaborative impact through integrated learning, networking and research initiatives
 - (d) To develop accreditation pathways for members
 - (e) To play a leadership role in actively raising the profile of sport and exercise science in Ireland;
 - (f) To assist in the increase of the resources available to sport and exercise science in Ireland;
 - (g) To promote sport and exercise science to statutory agencies and within the media;
 - (h) To assume the funds, assets, rights, debts and liabilities of the unincorporated association called the "Irish Sport and Exercise Sciences Association"; and
 - (i) To maintain the Company as an independent body.
3. In furtherance of the above objects but not otherwise the Company shall have the following powers: -
 - (a) To carry on any business which may be seen by the Company as capable of being conveniently carried on in connection with the above main objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests;
 - (b) Subject to such consents as may be required by law, to purchase, take on lease or in exchange, hire or otherwise acquire and to hold, manage, develop, sell, dispose of, lease or deal in any way with any real or personal property and any interest therein and in particular any land, buildings, offices and any rights or privileges

necessary or convenient for the purposes of the Company and to manage, develop, sell, demise, let, mortgage, dispose of, turn to account or otherwise deal with all or part of the same with a view to the promotion of the objects of the Company, and to construct, erect, alter, improve and maintain any buildings which may be from time to time required for the purposes of the Company;

- (c) Subject to such consents as may be required by law, to borrow and raise money and secure or discharge any debt or obligation of or binding on the Company in such manner and on such terms and conditions as may be thought fit and to grant security in respect of such borrowings and in particular by mortgages of or charges upon the undertaking and all or any of the real and personal property (present and future) of the Company and to guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all of such methods, the performance of the obligations of and the repayment of payment of the principal amounts and interest of any person, firm or company or of the Company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company;
- (d) To invest funds of the Company not immediately required for its purpose in or upon such investments, securities or property as it may think fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time be imposed or required by law and prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of five (5) years;
- (e) To adopt, publish, amend and administer from time to time standards of eligibility for membership of the Company and for competing in events promoted by the Company as may be determined by the Company in accordance with its constitution, rules and regulations and to do all such acts and things necessary to ensure conformity to and compliance with such codes and standards as may be adopted or promulgated by the Company and to govern members, competitors and/or practitioners or persons in any way connected with the objectives of the Company;
- (f) To levy, charge, collect and receive subscriptions, levies, fees and other payments from persons whether members of the Company or not and expend the same in furthering all or any of the objects of the Company or providing for the expenses of the Company;
- (g) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone in partnership or in conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's main object by any person or company;
- (h) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and provided that such occupational pension scheme has been

operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouses or parent, has been a member of the occupational pension scheme while employed by the company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects; and

- (i) To do all such other lawful things as may be incidental to or conducive to the attainment or furtherance of the main object.

And it is hereby declared that in the construction of this Clause, the word “company”, except where used in reference to the Company, shall be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Ireland or elsewhere, and words denoting the singular number only shall include the plural number and vice versa.

PROVIDED ALWAYS THAT: -

- i) in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts; and
- ii) the Company shall not support with its funds any object, or endeavour to impose on, or procure to be observed by, its members or others, any regulation, restriction, or condition which if an object of the Company would make it a trade union.

- 4. The liability of the members is limited.
- 5. The income and property of the company shall be applied solely towards the promotion of its main object(s) as set forth in this Constitution. No portion of the company's income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by 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 or servant of the company (not being a Director) for any services rendered to the company;
 - b) Interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor) per annum on money lent by Directors or other members of the company to the company;
 - c) Reasonable and proper rent for premises demised and let by any member of the company (including any Director) to the company;
 - d) 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;
- 6. Every Member undertakes to contribute to the assets of the Company in the event

of the same being wound up while he/she is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one euro (€1.00).

7. If upon the winding up or dissolution of the company there remains, after satisfaction of all debts and liabilities, any property whatsoever, it shall not be paid to or distributed among the members of the company. Instead, such property shall be given or transferred to some other institution or institutions having main objects similar to the main objects of the company. The institution or institutions to which the property is to be given or transferred shall prohibit the distribution of their income and property among their members to an extent at least as great as is imposed on the company under or by virtue of the Income and Property Clause hereof. Members of the company shall select the relevant institution or institutions at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then the property shall be given or transferred to some charitable object. Final accounts will be prepared and submitted that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer.
8. Annual audited accounts shall be kept and made available to Sport Ireland and the Revenue Commissioners on request.
9. No addition, alteration or amendment shall be made to the provisions of the main object clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

ARTICLES OF ASSOCIATION

INTERPRETATION AND PRELIMINARY

1. In these Articles:

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

"the Act" means the Companies Act 2014;

"Board" means the Directors or any of them acting as the board of directors of the Company;

"the Directors" means the Directors for the time being of the Company or the Directors present at a meeting of the Board and includes any person occupying the position of Director by whatever name called;

"Independent Director" means any person where they or a connected person have not been either employed or held any paid or voluntary governance position within the Company, a Member, Sport Ireland, or the Company's auditors or legal advisors within the two years immediately prior to their appointment as Director."

"Member" means a member admitted to the Company in accordance with these Articles

"the Seal" means the Common Seal of the Company;

"Secretary" means any person appointed to perform the duties of the Secretary of the Company;

"Sport Ireland" means the statutory sports agency responsible for the promotion, development and coordination of sport in Ireland established under the Sport Ireland Act, 2015 and which expression shall be deemed to include any successor or replacement statutory body with similar statutory responsibilities;

"the office" means the registered office for the time being of the Company; and

"Voting Representative" means the representative appointed by a Member to vote on its behalf at General Meetings pursuant to article 7.

- (b) Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.
- (c) Unless the contrary intention appears, words or expressions contained in these Articles shall bear the same meaning as in the Act, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.
- #### 2. The provisions of the Act shall apply to the Company save to the extent that this constitution provides or states otherwise.

3. OBJECTS

The Company is established for the purposes expressed in its memorandum of association.

4. MEMBERS

- 4.1 The number of Members of the Company is unlimited.
- 4.2 Subject to the provisions of Clause 4.9 below, Membership shall be open to the following two (2) categories of membership:
- (a) Organisational Membership;
 - (b) Individual Membership
- 4.3 Organisational Membership shall be open to organisations, such as educational institutions, national governing bodies, private companies, sports clubs or sports institutes (each such member being an “Organisational Member”).
- 4.4 Organisational Members shall have the following rights only.
- (a) the right to notice of, and to attend, general meetings of the Company
 - (b) the right to appoint a Delegate to speak at general meetings of the Company.
 - (c) the right to put forward notices of motion at any general meeting of the Company subject to compliance with the applicable standing orders of the Company in relation thereto;
 - (d) the right to nominate to any office of the Company subject to compliance with the Company's nomination procedures as set out in; and
 - (e) the right to appoint a Delegate to vote at general meetings of the Company.
- 4.5 Individual membership is available to individuals whose stated aims and objectives align with those of the Irish Sport and Exercise Sciences Association as set out in this Constitution. Sport and exercise science must be at the heart of the individual's interest in the Company. (Each such member being an “Individual Member”)
- 4.6 Individual Members shall have the following rights only.
- (a) the right to notice of, and to attend, general meetings of the Company.
 - (b) Commencing in Year 2 of their membership, the right to speak at general meetings of the Company.
- 4.7 Organisations or individuals that do not meet the criteria per Clause 4.3 and 4.5, and desire to be admitted as a member of the Company shall apply in writing to the Board detailing their interest in membership.
- 4.8 All applications for membership shall in all cases be subject to the approval of the Board and the Board may at its sole discretion accept or decline any application for membership.
- 4.9 Each Member shall pay an annual subscription appropriate to the category of its membership.
- (a) The fee for membership will be determined and regularly reviewed by the Board;
 - (b) Subscriptions may be changed for one or more categories of membership without necessarily being changed for all;

- (c) Any increase authorised by the Board shall take effect only from the commencement of the next financial year;
- (d) The membership of any organisation/individual whose subscription is more than four months in arrears may on decision by the Board be deemed to have lapsed and that organisation shall not be re-admitted unless on terms approved by the Board.

4.10 The rights and liabilities attaching to any Members of the Company may be varied from time to time by a special resolution of the Company.

5 GENERAL MEETINGS

5.1 All general meetings other than annual general meetings ("AGMs") shall be called extraordinary general meetings ("EGMs"). The Company shall in each year hold an AGM in addition to any other general meetings in that year and shall specify the meeting as such in the notice calling it. All general meetings shall be held in Ireland, subject to Article 5.1.1.

5.1.1 The Company AGM shall, so far as reasonably practicable, be held between 1 May and 31 July of each year, the actual date to be determined by the Board. In the event a venue for a general meeting becomes unavailable, the Board may change that venue by giving as much notice as is reasonably practical in the circumstances. For the avoidance of doubt, a general meeting may be held by video conference at the discretion of the Board.

5.2 The Board shall convene an EGM:

- a. if a resolution to convene an EGM is passed at the preceding AGM; or
- b. on the requisition of Members pursuant to the provisions of the Act; or
- c. where two-thirds of the Board resolve to convene such a meeting.

Subject to the provisions of the Act, such meetings shall be convened by the Board within twenty-eight (28) days of the receipt of the requisition required under this Article or the date on which the Board Members resolve to convene such a meeting in accordance with this Article. EGMs shall be held at a time and venue and on a date as determined by the Board.

The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

6 PROCEEDINGS AT GENERAL MEETINGS

6.1 Each Member shall be entitled to send one (1) delegate to general meetings of the Company.

6.2 Each Member shall notify the Secretary in writing of the name of the nominated Delegate before the relevant meeting.

6.3 No business shall be transacted at any general meeting unless a quorum is present. Save as otherwise provided in these Articles, three Delegates entitled to attend and cast votes at

a general meeting of the Company and who are present in person shall constitute a quorum. For the avoidance of doubt, present in person shall include being present in any virtual setting specified in the notice of that general meeting.

- 6.4 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.
- 6.5 The Chairperson or in his/her absence some other Board Member nominated by the Board shall preside as chairperson of general meetings of the Company, but if neither the Chairperson nor such other Board Member (if any) be present and willing to act within fifteen (15) minutes after the time appointed for holding the meeting, the Board Members present shall elect one of their number to be chairperson and, if there is only one Board Member present and willing to act, he/she shall be chairperson.
- 6.6 The Board may, with the consent of the Chairperson, appoint an independent person of suitable standing to chair any general meeting of the Company provided that any person so nominated shall be approved by a majority of the Board.
- 6.7 If no Board Member is willing to act as chairperson, or if no Board Member is present within fifteen (15) minutes after the time appointed for holding the meeting, or if the procedure under Article 6.6 is not adopted, then the Members present and entitled to vote shall choose one of their number to be chairperson of the meeting.
- 6.8 The chairperson of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so, directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen (14) days or more, at least seven (7) 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 any such notice.
- 6.9 Voting by proxy shall not be permitted.
- 6.10 At all general meetings of the Company a resolution put to the vote of the meeting shall be decided on a poll.
- 6.11 In the case of an equality of votes the chairperson of the meeting shall have a casting vote in addition to any other vote he/she may have.
- 6.12 Subject to the provisions of the Act, a poll shall be determined by a simple majority of those present and voting on the poll. A poll shall be taken as the chairperson of the meeting directs and he/she may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 6.13 Where a resolution(s) to amend the Company's memorandum of association and/or its articles of association is successful at a Company AGM, that resolution shall have immediate effect from the conclusion of such meeting.
- 6.14 A poll on the election of a chairperson of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairperson of the meeting directs not being more than

thirty (30) days after the meeting. The taking of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is taken.

- 6.15 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting. In any other case at least seven (7) days' notice shall be given specifying the time and place at which the poll is to be taken.
- 6.16 The Board shall be responsible for arranging the timetable and order of business at the Company AGM subject to standing orders for Company AGMs as are determined by the Board and shall include:
- (a) the consideration of the accounts, balance sheets and the reports of the Directors and Auditors;
 - (b) the re-appointment of the retiring Auditors;
 - (c) and the fixing of the remuneration of the Auditors.
- 6.17 All business shall be deemed special that is transacted at an EGM, and all that is transacted at an AGM shall also be deemed special, with the exception of the consideration of the accounts and balance sheet, and the reports of the Board and of the auditors and the fixing of the remuneration of the auditors and the election of Board Members.
- 6.18 Included as part of the report of the Board referred to at Article 6.16 above shall be the report of the Board Members (in conjunction with the Executive lead) which shall include a review of the following areas:
- a. the strategic plan as laid down by the Board and/or the Company;
 - b. the business plan of the Company as determined by the Board in respect of each Year;
- 6.19 At least 28 days prior to the day appointed for the holding of the Company AGM, the following procedure shall apply:
- a. any proposition or motion, whether to amend the Constitution of the Company or on any other topic, shall be sent to the Company by any Member with detailed reasons for why the proposition or motion is being put forward. Each such proposition shall deal with one subject only;
 - b. the Board may alter, amend or disallow any proposition or motion which offends against either or both of the memorandum of association and / or the Constitution of the Company and / or which the Board considers may either bring the Association into disrepute and / or be against the best interests of the Company, and may combine any two (2) or more propositions which, in the opinion of the Board, constitute in substance the same proposition or which deal with the same subject matter and are to the same effect.
 - c. The Board shall inform, in writing, any Member whose proposition is altered, amended, combined or disallowed in accordance with this Article 6.19 and shall then arrange for the final AGM agenda to be prepared and furnished to each person entitled to receipt of notice in accordance with these Articles not later than twenty-one (21) days before the date fixed for holding the AGM; and

7 VOTES OF MEMBERS

- 7.1 Only Organisational Members shall have voting rights at General Meetings of the Company.
- 7.2 Delegates appointed in accordance with Article 4.4(b) shall be entitled to attend and vote at general meetings of the Company. On a vote taken every Delegate present and entitled to vote shall have one vote in accordance with the wishes of the Member he/she represents.
- 7.3 If a Delegate is unable to attend a general meeting, his/her place (with all accompanying rights) may be taken by another person nominated by the relevant Member and notified to the Secretary of the Company no later than the commencement of the meeting.
- 7.4 A Voting Representative of a Member whose subscription is in arrears shall not be entitled to attend or vote at a General Meeting.
- 7.5 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 chairperson of the meeting whose decision shall be final and conclusive.
- 7.6 The Board may invite any person to attend any General Meeting, where the Board considers that to invite such person is likely to be in the best interests of the Company. Any person so invited shall not be entitled to vote at such General Meeting.
- 7.7 During elections at an Annual General Meeting should there be more than two valid nominations for the post of Chairperson or for any other elected Board position, a ballot shall be held and, in the absence of a candidate receiving more than a simple majority of the votes cast, the candidate receiving least votes on each occasion shall drop out until two candidates only remain when the decision shall be by a simple majority. In the event of there being only one valid nomination for any post the Chairperson of the Meeting shall declare that nominee elected.

8 RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP

- 8.1 A Member may by three months' notice in writing to the Board and/or Secretary of the Company resign his membership of the Company but shall remain liable to the Company for its annual subscription for the year in which it resigns.
- 8.2 The membership of a Member may be terminated or suspended by the Board, acting in its sole discretion, on the occurrence of the following events:
- (a) a Member company is wound-up or struck-off or a Member organisation ceases to exist;
 - (b) the conduct of a Member is, in the sole opinion of the Board, deemed to be injurious to the good name, character, interests or objects of the Company; or
 - (c) a Member fails to pay any subscription fee or other contribution including any levy as is determined from time to time to the Company.

- 8.3 In the case of Article 8.2(b) above, a disciplinary sub-committee appointed by the Board comprising of at least 3 members, who, for the avoidance of doubt shall not be members of the Board, (**Disciplinary Sub-Committee**) shall, having first made known in writing the nature of the allegations to the offending Member, call upon such Member to give an explanation in writing or orally within seven days for any such conduct. If any such Member, having been called upon, fails to give such explanation or if the explanation so given shall be deemed to be unsatisfactory, the Disciplinary Sub-Committee may, by majority decision, make a recommendation to the Board for the suspension or termination of that Member. The decision of the Board, which shall also be by majority, under Article 8.2(b) following such recommendation shall be final.
- 8.4 Any challenge to the decision of the Board shall be by way of arbitration under the Sport Dispute Solutions Ireland arbitration rules. Any challenge shall be limited to the legality of the decision, or the procedures used by the Board, including the Disciplinary Committee of the Board. In default of agreement on an arbitrator the parties agree that the acting chairperson of Sport Ireland shall act as the appointing body. In the event that the chairperson is unable or unwilling to act as the appointing person then the next available officer in Sport Ireland shall act as the appointing person.
- 8.5 Notice under this Article shall be deemed to have been served if it is sent in accordance with the provisions set out in Article 27 of these Articles whether or not it is actually received by the Member intended to be served with such notice.

9 THE BOARD OF DIRECTORS

- 9.1 Unless otherwise determined by ordinary resolution, the number of board members shall not be more than twelve (12) and shall never at any time be less than seven (7).
- 9.2 The Board shall comply with any requirements of Sport Ireland as regards gender balance on Boards and shall at no time have a gender balance below 60/40 composed of the following:
- a) Chairperson
 - b) Vice chairperson
 - c) Treasurer
 - d) At least three (3) independent directors and
 - e) Up to six (6) ordinary directors.
- 9.3 Where possible the following skills should be present on the Board:
- a) Finance
 - b) Governance
 - c) Commercial Strategy & Development
 - d) Communications & Marketing
 - e) Exercise Science
 - f) Sport Science
 - g) Sport and Exercise Science Industry

The Board may, in advance of the nomination of any person to the Board set out the skill sets that in the view of the board are required on the Board at that time.

- 9.4 The Officers of the Company shall be the Chairperson, the Vice Chairperson and the Treasurer who shall be selected by the Board of Directors as required.
- 9.5 Subject to Article 9.6 each Director shall be appointed for a term of 3 years and shall be entitled to be re-appointed for one further term. No Director save in accordance with Article 9.6 may serve more than 6 years on the Board.
- 9.6 In order to ensure Board Rotation four of the Directors appointed in 2023 one of whom shall be the Treasurer shall serve an initial term of four years ending in 2027. If more than three directors (not including the Treasurer) wish to extend their initial term then those to serve four years shall be determined by lot at a meeting of the Board to be held in advance of the 2025 AGM. Such Directors shall be eligible to be re-appointed for one further term of three years. All other Directors appointed in 2023 shall retire in 2026 but shall be eligible for re-appointment for one further term of three years.
- 9.7 Notwithstanding any term limits provided for in this Article 9 Directors terms shall begin and end at a meeting of the Board to be held on the same day as the Annual General Meeting of the Company and any reference to a Director's term being of a period of years shall be deemed to be to such period as close to the stated term as may be, given that the Company's AGMs may not be held on the same day in each year and a Director shall be entitled to continue to hold the office of Director until the day of the AGM in the year in which that Director's maximum length of service ends (so that, by way of example, a Director shall not be deemed to have vacated, and shall not vacate, his or her office on the sixth anniversary of the date on which he or she first became a director if the AGM in that year falls after such anniversary).

10 NOMINATIONS COMMITTEE

- 10.1 The Directors shall establish a Nominations Committee as required from time to time. The Nominations Committee shall be comprised of at least three people appointed by the Board, to include the Chairperson, one other Director and an external person who may be a representative of a current voting member of the Company. The Nominations Committee may include members from outside the Company.
- 10.2 No serving member of the Nominations Committee who is not already a Director shall be eligible to be appointed to the Board, whether by election or by nomination by the Nominations Committee.
- 10.3 The Nominations Committee shall be responsible for selecting and nominating all members of the Board subject to the approval of the Directors and the ratification of the members at the Annual General Meeting.
- 10.4 The Nominations Committee shall publicly advertise all vacant Board positions and write to all voting members seeking nominations with such advertisement listing the skills required at that time in accordance with Article 9.3
- 10.5 Following a fair and transparent process the Nominations Committee shall bring its nominations to the Directors at least one month before the date of the Annual General Meeting. The Directors shall approve the appointment of each Director with such appointment then requiring ratification by the Members at the Annual General meeting.

11 CHAIRPERSON

- 11.1 The Chairperson shall be a person with the necessary leadership qualities and management skills and with the necessary dedication to the pursuance of the objects of the Company to chair meetings of the Company, the Board and any other committees where required, which qualities shall be deemed to have accepted by the Members upon the election of any person as Chairperson.
- 11.2 The duties of the Chairperson shall include (but not be limited to) liaising with the Executive on the day-to-day management of the Company and with any relevant committees on other matters as appropriate.
- 11.3 No person shall hold the office of Chairperson more than twice.

12 BORROWING POWERS

- 12.1 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

13 POWERS AND DUTIES OF DIRECTORS

- 13.1 The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by the Act or Articles required to be exercised by the Company in general meeting subject nevertheless to the provision of the Act and these Articles and to such directions, being not inconsistent with the aforesaid provisions, as may be given by the Company in general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction has not been given.
- 13.2 The Board may delegate such powers as they deem appropriate to Executive, but such delegation shall not abrogate or diminish the responsibilities of the Directors of the Company.
- 13.3 The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors and under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him/her.
- 13.4 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.

- 13.5 The Directors shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
 - (c) of all resolutions and proceedings at all meetings of the Company, and the Directors and of committees of Directors.
- 13.6 The Directors may from time to time make, vary and repeal provisions to include disciplinary regulations for the regulation of the affairs of the Company and the conduct of its officers, servants and members provided that no provisions shall be made which are inconsistent with the provisions of the Act or the memorandum of association and the Articles for the time being of the Company or which would amount to such an addition or alteration of these Articles as could legally only be made by special resolution passed and confirmed in accordance with the Act. Any such provisions shall bind all Members.
- 13.7 The Directors shall have particular responsibility for signing-off the strategic plan and monitoring its subsequent implementation and review, and for ensuring that the Company operates within agreed financial parameters and in accordance with the law.

14 EXPENSES OF THE CHAIRPERSON AND DIRECTORS

- 14.1 The Board and any members of any committee or sub-committee of the Board may be paid all reasonable travelling, hotel and other expenses properly incurred and vouched by them in connection with their attendance at meetings of the Board or committees or sub-committees or general meetings or separate meetings of the holders of debentures of the Company or otherwise in connection with the discharge of their duties.

15 DISQUALIFICATION OF DIRECTORS

- 15.1 The Office of Director shall be vacated if the Director:
- (a) holds any office or place of profit under the Company; or
 - (b) is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his/her creditors generally; or
 - (c) becomes prohibited from being a Director by reason of any order made under Schedule 3 Part VI of the Act; or
 - (d) becomes of unsound mind; or
 - (e) resigns his/her office by notice in writing to the Company; or
 - (f) is convicted of an indictable offence unless the Directors otherwise determine; or
 - (g) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his/her interest in manner required by section 231 of the Act, or
 - (h) is in breach of the Directors Code of Conduct.

16 VOTING ON CONTRACTS

- 16.1 A Director may not vote in respect of any contract or arrangement in which he is interested or any matter arising in respect of any such contract or arrangement.

17 PROCEEDINGS OF DIRECTORS

- 17.1 The Directors may meet together (in person or online) for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit but shall meet at least 4 times per year. Questions arising at any meeting shall be decided by a majority of votes. Where there is any equality of votes, the Chairperson shall have a second or casting vote. A Director may, and the Company Secretary, on the requisition of a Director shall, at any time summon a meeting of Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who being resident in the State is for the time being absent from the State.
- 17.2 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be six.
- 17.3 The continuing Directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
- 17.4 The Chairperson shall chair all meetings of the Board. Where the Chairperson is unavailable, the Directors may elect a Chairperson of their meetings and determine the period for which he/she is to hold office, but, if no such Chairperson is elected or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairperson of the meeting.
- 17.5 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held.
- 17.6 Whenever a Director has a financial interest or any duty which is material and which conflicts or may conflict with the interests of the Company in relation to a matter to be discussed at a meeting of the Board or committee of the Board, that individual shall:
- a) declare the nature of the interest at the time or before discussion begins on the matter;
 - b) withdraw from the meeting whilst that matter (only) is discussed, unless expressly invited to remain by the majority of the other Directors present at the meeting in order to provide information;
 - c) not be counted in the quorum for that part of the meeting; and
 - d) withdraw during the vote in respect of the matter in question and have no vote on that matter.

18 COMMITTEES

- 18.1 The Company shall have the following two standing Committees:
- Nominations Committee to operate in accordance with Article 10 of this Constitution; and
 - Audit and Risk Committee which will operate in accordance with a Terms of Reference approved by the Board of Directors. The Chairperson of the Audit and

risk Committee shall be appointed by the Board of Directors.

- 18.2 The Directors may delegate any of their powers to any other committees consisting of such Member or Members of the Board as they think fit; any committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.
- 18.3 Subject to Article 18.1 a committee may elect a Chairperson of its meetings; if no such Chairperson is elected, or if at any meeting the Chairperson is not present within 5 minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairperson of the meeting.
- 18.4 A committee may meet and adjourn as it thinks proper. Questions arising at any meetings shall be determined by a majority of votes of the Members present, and when there is an equality of votes, the Chairperson shall have a second or casting vote.
- 18.5 All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

19 COMPANY SECRETARY

- 19.1 The Company Secretary, who may or may not be a Director, shall be appointed by the Directors for such term and upon such conditions as they think fit; and any Company Secretary so appointed may be removed by them.
- 19.2 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

20 THE SEAL

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

21 FUNDING

- 21.1 All income and expenditure of the Company shall be administered by the Treasurer following approval of budgets by the Board. The Treasurer may be assisted by a finance committee appointed by the Board.

22 ACCOUNTS

- 22.1 The Directors shall cause proper books of accounts to be kept relating to: -
(a) all sums of money received and expended by the Company and the matters in

- respect of which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the Company; and
- (c) the assets and liabilities of the company.

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

23 AUDIT

- 23.1 Auditors shall be appointed, and their duties regulated in accordance with the Act.

24 NOTICES

- 24.1 A notice or document to be given, served or delivered in pursuance of these Articles may be given, served or delivered to any member by:
 - (a) by handing same to him/her or to his/her authorised agent.
 - (b) by leaving same at his/her registered address.
 - (c) by sending same, by post in pre-paid cover addressed to their registered address; or
 - (d) by sending same by means of email or other means of Electronic Communication, to the address of the Member notified to the Company by the Member for that purpose (or if not so notified, then the address of the Member last known to the Company).

- 24.2 Where a notice or document is given, served or delivered in accordance with Article 27, the giving, service or delivery thereof shall be deemed to have been affected at the time the same was handed to the Member or his/her authorised agent, or left at his/her registered address at the case may be.
- 24.3 Where a notice or document or notice is given, served or delivered in accordance with Article 24.1(d), the giving, service or delivery thereof shall be deemed to have been affected at the expiration of twenty-four (24) hours after the cover containing it was posted. In proving service or delivery, it shall be sufficient to prove that such cover was properly addressed, stamped and posted.
- 24.4 Where a notice or document is given, served or delivered in accordance with paragraph (d) of Article 26, the giving, service or delivery thereof shall be deemed to have been affected at the time of sending such email to such email address.
- 24.5 Notice of AGM shall be given to all Members at least twenty one (21) days prior to such meeting. Notice of general meetings other than AGMs shall be given to all Members at least twenty-one (21) days prior to such meeting.
- 24.6 Notice of every general meeting shall be given in any manner hereinbefore authorised to:
- a) every Member; and
 - b) the Auditor for the time being of the Company.
- No other person shall be entitled to receive notices of general meetings.

25 INDEMNITY

- 25.1 The Chairperson, Board, any member of a Committee as well as employees, servants, agents and any trustees of the Company shall be indemnified by the Company and it shall be the duty of the Board out of the funds of the Company to pay all costs, losses and expenses which any such Chairperson, Board and members of Committees as well as employees, servants, agents and any trustees of the Company incurs or becomes liable for by reason of any contract entered into or act or thing done in good faith as Chairperson, Board and Members, employees, servants, agents and any trustees of the Company in accordance with the instructions of the Board or a general meeting of the Company or otherwise in the discharge of their duties.