



**COMPANIES ACT 2014**

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**A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE  
CAPITAL**

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**CONSTITUTION**

**OF**

**IRISH CANOE UNION**

Incorporated on the 25th day of November 1986

(As amended by Special Resolution on the 8th day of October 2016)

(As amended by Special Resolution on the 24<sup>th</sup> day of June 2017)

Company Number 118443

## **MEMORANDUM OF ASSOCIATION**

### **OF**

### **IRISH CANOE UNION**

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1. The name of the Company is Irish Canoe Union, a company limited by guarantee, registered under Part 18 of the Companies Act 2014.

2. The registered office of the Company will be situated in Ireland

3. The objects for which Irish Canoe Union is established:

3.1. The main objects for which Irish Canoe Union is established are to:

(i) govern, organise, control and regulate paddle sports in all its forms the sport and recreation of canoeing and kayaking (hereinafter referred to as "canoeing").

(ii) promote, develop, and advance the sport and recreation of canoeing in Ireland.

3.2. In furtherance exclusively of the foregoing main objects, the Company shall have the following subsidiary objects:

(i) provide a positive and safe environment for all its members and in particular to maintain a child centred focus which emphasises the overall development, safety, health and welfare of children at all levels within the sport and recreation of canoeing.

(ii) promote the teaching and practice of canoeing in accordance with current best practice.

(iii) develop, promote, and adopt a drug free policy within the sport and recreation of canoeing and in particular to support Sport Irelands National Anti-Doping Programme.

(iv) stimulate public and national and local government opinion in favour of providing and enhancing canoeing facilities.

(v) develop, promote and adopt policies aimed at protecting the natural environment and in particular those areas of the natural environment which facilitate the activities of canoeing and canoeists.

(vi) draw up, publish and enforce uniform rules and regulations for the control and regulation of canoeing in Ireland and to deal with any infringements

4. In furtherance of the above objects but not otherwise, Irish Canoe Union shall have the following powers:

(i) 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 Irish Canoe Union in such manner and on such terms and conditions as may be thought fit 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 Irish Canoe Union.

(ii) To invest funds of Irish Canoe Union not immediately for its purpose in or upon such investments, trusts 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 being be imposed or required by law.

(iii) To co-operate with the national or international federations of other or related sporting or other bodies as Irish Canoe Union shall from time to time approve.

(iv) To adopt, publish, amend and administer from time to time such rules and regulations, bye-laws, agreements and arrangements and to comply with or enforce due compliance with the same 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 Irish Canoe Union and to govern members, competitors, officials and / or coaches in any way connected with the objectives of Irish Canoe Union.

(v) To receive from any person or body monies for the purpose of furthering the objectives of Irish Canoe Union.

(vi) To purchase, lease or otherwise acquire and to hold, deal with, manage, direct the management or sell, exchange, mortgage, charge, dispose of, grant, register any real or personal property or any estate or interest whatever in the same respectively, or otherwise turn to account any right or interest in over or upon any property of any kind whatsoever and in particular any copyrights, designs, trademarks, patents, licences, franchises, concessions and the like all rights in respect thereof confirming a right of use or any secret or other information and /or any film, video, television or broadcasting rights which may seem capable of being used for any grant licence in respect of or otherwise turn to account any rights and information so acquired and also to undertake any kind of trade business or activity for the purpose of promoting, advancing or protecting the interests of person or bodies engaged in promoting the objectives of Irish Canoe Union as Irish Canoe Union shall by rules or regulations or constitution provide.

(vii) To prepare, edit, print, publish, issue, acquire, circulate, and distribute books, pamphlets, papers, periodicals and other literary materials, pictures, prints, photography, video, films, sound, recordings and mechanical and other models and equipment, and to establish, form,

promote, conduct, and maintain public collection, displays and exhibitions of literature, statistics, charts, information and other material.

(viii) Subject to such consents as may be required by law to construct, erect, alter, improve, demolish and maintain any buildings and facilities which may from time to time be required for the purpose of Irish Canoe Union, and to manage, develop, sell, lease, let, mortgage, dispose of or otherwise deal with all or any part of the same.

(ix) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments.

(x) To effect insurance against risk of loss to Irish Canoe Union, or against risk or accident to any members or servants of the company in the course of their employment or duties for the company, and to pay premiums on any such insurance.

(xi) To subscribe for, take, purchase or otherwise acquire and hold shares or other interest, in, or securities of, any other body having objects altogether, or in part, similar to those of Irish Canoe Union, or carrying on any business which may directly or indirectly assist any business carried on by Irish Canoe Union.

(xii) To grant pensions, gratuities, allowances or charitable aid to any person who may have served Irish Canoe Union 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 Irish Canoe Union and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the occupational pension scheme while employed by Irish Canoe Union.

(xiii) To make grants to any members or to give such financial assistance as may be deemed necessary and to give any guarantee in relation to the payment of such monies which is in furtherance of the said objects or any of them.

(xiv) To undertake and execute any trusts the undertaking whereof may seem desirable, whether gratuitously or otherwise.

(xv) To do all or any of the above things in any part of the world as principal, agent, contractor, trustee or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others.

(xvi) To do all such other lawful things as are incidental to the attainment of furtherance of the said objects or any of them. Provided always that:

(xvii) In case Irish Canoe Union shall take or hold any property which may be subject to any trusts, Irish Canoe Union shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(xviii) Irish Canoe Union 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 Irish Canoe Union would make it a Trade Union.

5. The liability of the members is limited.

6. 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:

- (i) reasonable and proper remuneration to any member or servant of the Company (not being a Director) for any services rendered to the company;
- (ii) 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;
- (iii) reasonable and proper rent for premises demised and let by any member of the Company (including any Director) to the Company;
- (iv) reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
- (v) 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. Every member of Irish Canoe Union undertakes to contribute to the assets of the Company in the event of the same being wound up while a member, or within one year after ceasing to be a member, for payment of the debts and liabilities of Irish Canoe Union contracted before ceasing to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves such amount as may be required not exceeding one euro.

8. If upon the winding up or dissolution of Irish Canoe Union there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of Irish Canoe Union, but shall be given or transferred to such other institution or institutions having objects similar to the objects of Irish Canoe Union, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on Irish Canoe Union under or by virtue of the Income and Property clause

hereof, such institution or institutions to be determined by the members of Irish Canoe Union at or before the time of dissolution, and if and so far as effect cannot be given to such provisions at or before the time of dissolution then the property shall be given 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.

9.No addition, alteration or amendment shall be made to the provisions of the main object(s) 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.

10. No amendments of any kind shall be made to the provisions of Clauses 6 and 11 of the Memorandum of Association and no amendments shall be made to the Constitution to the extent that any such amendments would alter the effect of Clause 6 and 11 of the Memorandum of Association resulting in the Constitution ceasing to be compliance with the provisions of Section 1180 of the Companies Act 2014.

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

## ARTICLES OF ASSOCIATION

OF

## IRISH CANOE UNION

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

### 1. DEFINITIONS

In these Articles, unless the context otherwise requires:

**Acts** means the 2014 Act and every statutory modification, replacement and re-enactment thereof for the time being in force;

**2014 Act** means the Companies Act 2014;

**AGM** means an annual general meeting of the Company;

**Articles** means these articles of association, as originally framed, or as from time to time altered by special resolution, and reference to an Article shall be construed accordingly;

**Auditors** means the auditors or auditor for the time being of the Company;

**Board** means the Board of Directors of Irish Canoe Union;

**Canoeing** means the sport and recreation of canoeing and kayaking in all its forms;

**Canoeing Ireland** means the registered trading name of Irish Canoe Union;

**Chairperson** means the person for the time being holding such office having been appointed thereto under the terms of these Articles and the Rules and also being known as and acting as the President of Irish Canoe Union;

**Chief Executive Officer** means the person appointed under contract to act as the Chief Executive of Irish Canoe Union;

**Company** means Irish Canoe Union;

**Committee** means any committee appointed by the Board in accordance with the Rules including technical committees;

**Days** means calendar days;

**Directors** means the Directors for the time being of the Company or Directors present at a meeting of Directors, and reference to a “Director” shall be construed accordingly;

**EGM** means an extraordinary general meeting of Irish Canoe Union;

**Executive Committee** means the Committee of Directors set up in accordance with the Rules of Irish Canoe Union for the time being to have oversight on the day to day operation of the Company;

**Honorary Members** means the class of members listed at Article 6(v);

**Honorary Secretary** means the Secretary;

**Honorary Treasurer** means the Treasurer;

**Member** means a member of Irish Canoe Union as set out under these Articles and in the Rules;

**Member Clubs** means the class of members listed at Article 6(i);

**Memorandum** means the memorandum of association for the time being of the Company;

**President** means the President for the time being who shall also be known as and act as Chairperson of the Company

**Register** means the register of Members to be kept as required by section 169 of the Act;

**Rules** means the rules for the time being of Irish Canoe Union;

**Seal** means the Common Seal of Irish Canoe Union;

**Secretary** means the person for the time being holding such office having been appointed thereto under the terms of these Articles and the Rules to perform the duties of the Honorary and Company Secretary and includes a deputy or assistant secretary and shall also be known as and act as the first Vice President of Irish Canoe Union;

**Senior Members** are those members over the age of 18;



**Standing Orders** means the set of orders and rules governing the procedures of the Board, the Executive and/or general meetings;

**State** means Ireland;

**Statutes** means the Companies Act 2014 and every statutory modification or re-enactment thereof for the time being in force concerning companies and affecting the Company and every other act or statutory instrument concerning companies and affecting the Company;

**Treasurer** means the person for the time being holding such office having been appointed thereto under the terms of these Articles and the Rules and shall also be known as and act as the second Vice President of Irish Canoe Union;

**Vice President** means the first or second Vice President for the time being and known as the Honorary Secretary and Honorary Treasurer respectively;

**Year** means calendar year.

## **2. INTERPRETATION**

2.1 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these articles become binding on Irish Canoe Union.

2.2 Any words importing the singular number only shall include the plural number and vice versa.

2.3 Words importing the masculine gender only shall include the feminine gender; and words importing persons may include corporations.

2.4 The provisions of the 2014 Act which are stated therein to apply to a company limited by guarantee, save to the extent that its constitution is permitted to provide or state otherwise, will apply to the Company subject to the alterations contained in these Articles and the Rules, and will, so far as not inconsistent with these Articles and the Rules, bind the Company and its Members.

2.5 Without prejudice to Section 1177(4) of the 2014 Act and save as otherwise expressly provided in these Articles, where a provision of these Articles covers substantially the same subject matter as any optional provision of the 2014 Act, any such optional provision of the 2014 Act shall be deemed not to apply to the Company and for the avoidance of doubt, these Articles shall be deemed to have effect and prevail over the terms of such optional provisions of the 2014 Act (and the expression "optional provision" shall take its meaning from Section 1177(2) of the 2014 Act).

## **MEMBERS**

3. The number of members of Irish Canoe Union is unlimited.
4. The subscribers to the Memorandum of Association of Irish Canoe Union and such members as are admitted to membership in accordance with these Articles shall be deemed Members of Irish Canoe Union. No person or club shall be admitted or remain a Member of Irish Canoe Union unless approved by the Board.
5. Membership is conditional upon subscriptions being paid on time and up to date.
6. The following shall be the classes of members:
  - (i) Clubs enrolled with Canoeing Ireland;
  - (ii) Registered members of clubs enrolled with Canoeing Ireland;
  - (iii) Individuals enrolled independently with Canoeing Ireland;
  - (iv) Honorary Members as determined by the Board
  - (v) Directors of the Board not otherwise Members of Canoeing Ireland
7. All Directors shall, on appointment, be proposed to the Board for approval as members if not already members of Canoeing Ireland.
8. The conditions relating to membership are set out in the Rules and each Member shall comply with the provisions of the Rules applicable to it.
9. Membership of the Company shall not be transferable.
10. The Honorary Secretary shall cause an accurate Register of Members to be maintained at the office in association with the executive staff and shall cause the same to be updated from time to time.

## **GENERAL MEETINGS**

11. The AGM of the Company shall be held in the State
12. The Company shall in each year hold a general meeting as its AGM in addition to any other meeting in that year, and shall specify the meeting as such in the notices calling it. In the event an AGM cannot take place in any year due to exceptional circumstances, not more than 15 months shall elapse between the date of one AGM of the Company and that of the next.
13. All general meetings other than the AGM shall be called an EGM.

14. The Directors may, whenever they think fit, convene an EGM, and EGMs shall also be convened on such requisition, or in default may be convened by such requisitionists, as is provided by sections 178 and 1203 of the Act being by one or more members holding not less than 10 per cent of the total voting rights of all the members having, at the date of the deposit, the right to vote at general meetings of the company, in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
15. A requisition made to call an EGM must set out the objects of the meeting and shall be signed by the requisitionists and be deposited at the registered office of Irish Canoe Union.
16. Entitlement to attend AGMs and EGMs shall be as set out in the Rules.

### **NOTICE OF GENERAL MEETINGS**

17. Subject to sections 181, 191, 193 and 1208 of the Act, an AGM and a meeting called for the passing of a special resolution shall be called by 28 days' notice in writing at the least and a meeting of the Company (other than an AGM or a meeting for the passing of a special resolution) shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the day, the place and the hour of the meeting and the general nature of the business to be transacted at that meeting, in the case of a proposed special resolution, the text or substance of that proposed special resolution, and shall be given in manner authorised by these Articles to such persons as are under these Articles entitled to receive such notices from the Company.
18. 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 the meeting.

### **PROCEEDINGS AT GENERAL MEETINGS**

#### **Chairperson**

19. The President, if any, shall preside as Chairperson at every general meeting of the Company, but, where there is no President or the President is not present and willing to act, the Secretary, who is the first Vice President shall act. If the Secretary is not present or willing to act the Treasurer, who is the second Vice President shall act. If none of these persons are present the Directors present shall elect one of their number to be Chairperson of the meeting.
20. Meetings shall be conducted in accordance with these Articles, the Rules and Standing Orders.

## **BUSINESS OF ANNUAL GENERAL MEETING**

21. The business of the AGM shall include:

- (i) to receive and consider the minutes of the preceding AGM;
- (ii) the consideration of the financial statements and the reports of the Directors and Auditors;
- (iii) the review by the members of the Company's affairs;
- (iv) to consider motions proposed in accordance with the Rules;
- (v) the appointment or re-appointment of Auditors;
- (vi) the election and nomination of the Board of Directors in place of those retiring;
- (vii) and to transact all such other business as provided for by the agenda.

## **QUORUM**

22. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Twenty (20) Members of which 5 must be Member Clubs present in person and entitled to vote on the business to be transacted shall be a quorum.

23. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors 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 member or members present shall be a quorum.

## **POLL**

24. At any general Meeting a motion or nomination put to the vote of the meeting shall be decided by a show of hands by those Members eligible to vote unless before or upon the declaration of the result of the show of hands a poll is demanded by the Chairperson of the meeting or by at least five Members present and eligible to vote and unless a poll is so demanded a declaration by the Chairperson of the meeting that a resolution or nomination has or has not been carried and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the numbers or proportion of votes recorded in favour or against the resolution. The demand for a poll may be withdrawn.

25. If a poll is demanded in the manner aforesaid it shall be taken immediately or at such time (not being more than 30 days from the date of the meeting) and place and in such manner as the Chairperson of the meeting may direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Members who were not present at an original meeting shall be entitled to attend and vote at any

adjournment thereof. A poll demanded on the election of a Chairperson of a meeting or on any question of adjournment shall be taken forthwith.

26. In the case of equality of votes on a show of hands or on a poll, the Chairperson of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
27. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

## **ADJOURNMENT**

28. The Chairperson 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 thirty days or more, at least seven days' notice shall be given specifying the time and place of adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

## **RESOLUTIONS**

29. Subject to provisions of the Act, a resolution in writing signed by all the Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held and, if described as a special resolution, shall be deemed to be a special resolution within the meaning of the Act, and such resolution may consist of one document or two or more documents to the same effect each signed by one or more members.

## **VOTING**

### Right to Vote

30. Every Senior Member or Member Club entitled to attend and vote at general meetings shall have the right to vote in accordance with the Rules.

### Qualification of Voters

31. No Member or Member Club shall be entitled to vote at any general meeting unless all sums immediately payable by such Member to the Company have been paid
32. 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 given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in

due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

#### Proxies

33. Votes may only be given by members personally or by appointed Club delegates and voting by proxy shall not be permitted.

#### **BOARD**

34. The Board shall comprise fourteen (14) Directors who shall be elected or approved for such terms of office in accordance with the Rules.

35. The Board members shall all become Directors of the Company and shall complete all necessary paperwork to affect their Directorship within 14 days of their election or appointment to the Board and prior to taking part in their first Board meeting. Failure to comply invalidates their appointment as Director of the company and their membership of the Board.

36. The Board shall consist of the following elected and/or approved members in accordance with the Rules:

- (i) A President who shall act as Chairperson
- (ii) An Honorary Treasurer
- (iii) An Honorary Secretary
- (iv) Two general Executive members.
- (v) One Dublin Representative
- (vi) One Leinster Representative
- (vii) One Munster Representative.
- (viii) One Connacht/Ulster Representative
- (ix) One Olympic Discipline Representative
- (x) One Non-Olympic Discipline Representative
- (xi) One Training, Coaching and Accreditation Representative.
- (xii) Two Independent Directors appointed by the Board

37. The Board shall carry out its functions in accordance with the Rules and its Standing Orders save as otherwise provided in these Articles.

38. A Chief Executive may be appointed by the Board for such time, at such remuneration, on such terms and upon such conditions as it may think fit and subject to the conditions and the terms of any contract with Irish Canoe Union.
39. Board members (including the Chairperson) shall not be eligible for appointment to any paid executive office in Irish Canoe Union and if the holder of any of such paid office shall become a Board member his office shall at once be vacated.
40. The Board may delegate any of its powers to the Executive Committee or to Committees and/or such other persons, as they think fit in accordance with Rules.
41. All casual vacancies arising out of the Board shall be filled at the discretion of the Board until the following AGM or EGM in accordance with the Rules.
42. Independent Directors shall be appointed by the Board from time to time to bring specific expertise to the Board for the strategic development of the sport. 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

#### Proceeding of the Board

43. Subject to the provisions of the Articles and the Rules the Board may regulate their proceedings, as considered appropriate and meet together for the despatch of business, adjourn and otherwise regulate meetings as considered appropriate and in accordance with Standing Orders.
44. The Board shall meet at least eight times a year.
45. The quorum for the transaction of the business of the Board shall be fifty percent of those current Directors of the Board plus one (any fraction being rounded up), subject to a minimum of five (5).
46. The Board members may act notwithstanding any vacancies in their number, but, if the number of Board members is less than the number fixed as the quorum, the Board members may act only for the purpose of filling vacancies or calling a general meeting.
47. The President shall chair all meetings of the Board. But if the President is unwilling to preside or is not present within fifteen minutes after the time appointed for the meeting, the Honorary Secretary shall act. In the absence of the Honorary Secretary or if the Honorary Secretary is unwilling to act, the Honorary Treasurer shall act. In the absence of the Honorary Treasurer the other members of the Board present may appoint one of their own as Chairperson of the meeting.

48. All acts done by a meeting of the Board, or of a committee of the Board, or by a person acting as a Board member shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Board member 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 Board member and had been entitled to vote.

#### Directors and Committees Resolutions

49. A resolution in writing signed by all the Board members entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a Committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Board members.

#### Voting

50. Save as otherwise provided by the Articles, a Board member shall not vote at a meeting of the Board, on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of Irish Canoe Union unless his interest or duty arises only because the case falls within one or more of the following paragraphs:

- (i) the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, Irish Canoe Union or any of its subsidiaries;
- (ii) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of Irish Canoe Union or any of its subsidiaries for which the Board member has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
- (iii) his interests arises by virtue of his subscribing or agreeing to subscribe for any debentures of Irish Canoe Union or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such debentures by Irish Canoe Union or any of its subsidiaries for subscription, purchase or exchange;
- (iv) the resolution relates in any way to a retirement benefits scheme, which has been approved, or is conditional upon approval, by the Revenue Commissioners for taxation purposes.

For the purposes of this article, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this article becomes



binding on Irish Canoe Union) connected with a Board member shall be treated as an interest of the Board member.

51. A Board member shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
52. Irish Canoe Union may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Board member from voting at a meeting of the Board, the Executive Committee or of a Committee of the Board.
53. If a question arises at a meeting of the Board, of the Executive Committee or of a committee of the Board as to the right of a Board member to vote, the question may, before the conclusion of the meeting, be referred to the Chairperson of the meeting and his ruling in relation to any Board member other than himself shall be final and conclusive.

## **POWERS AND DUTIES OF DIRECTORS**

### General Powers

54. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Acts or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles, to the provisions of the Acts and to such directions, being not inconsistent with the aforesaid Articles, Rules or 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 had not been given.
55. Without prejudice to the general powers and duties of the Directors, the Directors shall have the power from time to time to make, alter and repeal all such rules and regulations as they deem necessary or expedient or convenient for the proper conduct and management of Irish Canoe Union and in particular, but not exclusively, the Board may by such rules and regulations regulate:
  - (i) conduct and rules of Members in relation to one another and to Canoeing Ireland;
  - (ii) imposition of disciplinary rules and sanctions for the breach of any Rules or any Article of Association;
  - (iii) rules and regulations deemed to be necessary for the day to day operation of Canoeing Ireland.

- (iv) rules and regulations to be observed in order to promote safety in all events held under the auspices of Canoeing Ireland and generally all such matters as are commonly the subject matter of regulations.
- (v) the Anti-Doping rules of Canoeing Ireland which are the Sport Ireland National Anti-Doping rule as amended from time to time.
- (vi) rules and regulations relating to the welfare and safety of children.

#### Powers to Borrow and Grant Security

56. The Directors may exercise all powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and, subject to sections 69 and 70 of the Act, 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.

#### Power to Appoint Attorneys

57. 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 attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles or the Rules) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection 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.

#### Cheques etc.

58. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies 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.

#### **MINUTES**

59. The Board shall cause minutes to be made in books kept for the purpose:
- (i) of all appointments of officers made by the Directors; and
  - (ii) of all proceeding at meetings of Irish Canoe Union, of the Board, of the Executive Committee and of any Committees of the Board, including the names of the Board / Committee members present at each such meeting and

that within 10 working days of the approval of the draft minutes of a board / committee meeting the Board / Committee publish a report of the proceedings of the meeting concerned to those members present at such meetings.

- (iii) of all resolutions and proceedings at all meetings of the Company and of the Directors and of Committees

## **SEAL**

60. The Seal of Irish Canoe Union shall not be affixed to any instrument except by the authority of a resolution of the Directors and at least one Director together with the Secretary shall sign every instrument to which the Seal shall be affixed and in favour of any purchaser or person bona fide dealing with Irish Canoe Union such signatures shall be conclusive evidence of the fact that the Seal was properly affixed.

## **ACCOUNTS AND AUDIT**

61. The Directors shall cause proper books of accounts to be kept relating to:

- (i) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- (ii) all sales and purchases of goods by the Company; and
- (iii) the assets and liabilities of the Company.

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.

62. 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.

63. 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 who are not Directors, and no member who is not a Director shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Directors or by the Company in general meeting.

64. The Directors shall from time to time cause to be prepared and to be laid before the AGM of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by the statutes to be prepared and laid before the annual general meeting of the Company.

65. A copy of the statutory financial statements which are to be laid before the AGM together with a copy of the Directors' report and Auditors' report shall, not less than 28 days before the date of the AGM, be sent to every person entitled under the provisions of the statutes to receive them and/or be published on the website with access and notice of same being given to those entitled.
66. Auditors shall be appointed and their rights and duties regulated in accordance with the statutes.
67. Annual audited accounts shall be made available to the Revenue Commissioners on request.

## **NOTICES**

68. A notice may be given by the Company to any Member either personally, by email, or by sending it by post to him to his registered address. A notice given by email shall be deemed to have been given at the same time as it is transmitted. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have effect in the case of the notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
69. Notice of every general meeting shall be given in any manner hereinbefore authorised to:
- (i) every Member entitled to attend and vote thereat;
  - (ii) every Director; and
  - (iii) the Auditors.
70. A person present at a general meeting in person will be deemed to have received notice of the meeting, and, where requisite, of the purposes for which it was called.

## **INDEMNITY**

71. Subject to section 235 of the Act, every Director, managing director, Secretary, committee member and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in relation to his acts while acting in such office, in which judgment is given in his favour or in which he is acquitted, or in connection with any application under section 233 and 234 of the Act in which relief is granted to him by the court.