

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

**CONSTITUTION
of
IRISH HOCKEY COMPANY LIMITED BY GUARANTEE**

MEMORANDUM OF ASSOCIATION

1. The name of the Company is **Irish Hockey Company Limited by Guarantee**.
2. The Company is a company limited by guarantee registered under Part 18 of the Companies Act 2014.
3. The main object for which the Company is established is to be the national governing body for Hockey in Ireland, and to have the ultimate responsibility for the national and international aspects of the promotion and governance of Hockey in Ireland.
4. The subsidiary objects of the Company which must be exercised in furtherance of the main objects of the Company are the following:
 - (a)
 - (i) To be the national governing body for Hockey in Ireland, recognised by the Federation Internationale de Hockey (herein referred to as FIH), the European Hockey Federation (EHF), the Irish Sports Council (ISC), Sport Northern Ireland (SNI) and the Olympic Council of Ireland (OCI) as having ultimate responsibility for the national and international aspects of Hockey in Ireland.
 - (ii) To develop and implement plans, policies, and strategies for the development and promotion of Hockey in Ireland at all levels.
 - (iii) To develop and produce developmental, technical, educational and promotional publications, resources and programmes for all members.
 - (iv) To enable Irish teams to compete in international Hockey to the highest level and to develop the performance of players, umpires and officials to the highest level.
 - (v) To ensure that Hockey complies with all relevant statutory requirements.
 - (vi) To provide national leadership to the Hockey community and facilitate the consistent application of Hockey in Ireland.
 - (vii) To obtain, secure and manage financial resources for Hockey in Ireland.
 - (viii) To seek grants, sponsorship, broadcasting and other sources of revenue.
 - (ix) To develop and implement high performance, sports science and sports medicine programmes for players.
 - (x) To organise matches and tournaments in Ireland and elsewhere, including the

development and management of programmes of international matches for teams representing Ireland, the organisation of international matches and tournaments in Ireland, and the organisation of interprovincial and national all-Ireland competitions.

- (xi) To authorise, at its discretion, members of teams and individuals who have been selected or approved to participate in international events.
- (xii) To authorise non-national players to take part in national and international events.
- (xiii) To liaise with other national governing bodies in respect of the organisation, sanction and playing of matches.
- (xiv) To approve and sanction the dates of international events in Ireland.
- (xv) To send or approve invitations to other national governing bodies, teams, counties, and provinces to take part in Hockey matches and championships in Ireland.
- (xvi) To represent Ireland through membership of the FIH, EHF and other international Hockey bodies, and to discharge all the duties and responsibilities of membership of such bodies.
- (xvii) To develop partnerships with Hockey bodies and national governing bodies of Hockey in other countries.
- (xviii) To work with provincial bodies and other stakeholders on the management and promotion of Hockey.
- (xix) To develop and prescribe rules, regulations and procedures for the management of the national and international aspects of Irish Hockey and for the conduct of Hockey competitions, having due regard where appropriate to the rules, regulations and procedures of the FIH and the EHF. As appropriate, members shall be required to comply with these rules, regulations and procedures.
- (xx) To participate and co-operate with ISC, SNI and the OCI and other bodies in respect of grant monies and any other programmes in which they might initiate or participate.
- (xxi) To implement and manage national databases and systems.
- (xxii) To assume the funds, assets, rights, debts and liabilities of the unincorporated Association called the "Irish Hockey Association".

5. The following shall be powers of the Company:

- (a) To purchase, take on lease or in exchange, hire or by any other means, acquire and protect, any freehold, leasehold, or other property, lands or buildings, or any estate or interest, and any real or personal property or rights whatsoever which may be considered necessary, advantageous or useful to the Company.
- (b) To construct, build, erect, alter, enlarge, demolish, lay down, maintain, any buildings, roads, bridges, walls, fences, banks and waterways and to carry out preliminary and associated works or contract, sub contract, and join with others to carry out or complete any of the aforesaid and to work, manage and control the same or join with any person, firm or company in doing so.
- (c) To employ such staff or employees as are deemed advantageous or necessary to the Company from time to time provided such staff or employees are not also Directors of the Company.

- (d) To provide or contribute towards the salaries, wages, or other remuneration properly arising from the employment of any person for the purposes of the Company.
- (e) To borrow, raise by way of levy, subscription, affiliation fees or secure the payment of money in such manner as the Company shall think fit and in particular to issue tickets, debentures, debenture stock, perpetual or otherwise, bonds, obligations and securities of all kinds and to secure the repayment of any money borrowed, raised, or owing by mortgage, charge, or lien upon the whole or any part of the Company's property or assets, whether present or future, and also by a similar mortgage, charge, or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake. Provided that no mortgagee or other person or company that advance money to the Company shall be concerned to enquire into the necessity or propriety of raising money or as to the amount required or the application thereof.
- (f) To invest any money requiring investment in any manner which may be thought fit, whether Trustee investments or otherwise or in the purchase of freehold or leasehold properties with power from time to time to vary such investments.
- (g) To guarantee, support or secure, whether by mortgaging or charging all or any part of the undertaking, property and assets both present and future of the Company or both the performance and discharge or any contract, obligation or liability of a Company or of any person or corporation with whom or which the Company has dealings or having a business or undertaking in which the Company is concerned or interested whether directly or indirectly and in particular to give security for any debts, obligations or liabilities of any Company.
- (h) To pay or remunerate any person, firm or Company (other than a Director of the Company) for rendering services for and on behalf of this Company and to pay any costs, charges or expenses incurred or sustained by or in connection with the formation and incorporation of this Company.
- (i) To draw, make, accept, endorse, discount, negotiate and issue promissory notes, bills of exchange, warrants, bills of lading and other negotiable or transferable instruments.
- (j) To develop, improve, manage, cultivate, exchange, let on lease or otherwise mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (k) To effect insurances and to take such other measures as may be considered necessary or expedient for the purposes of safeguarding and securing the Company and its directors, members, employees and people using its premises and any property of which the Company may be a trustee, manager, agent or custodian, against liability, loss and damage of every description.
- (l) To enter into and carry into effect any arrangement with any person, firm, company or Government or Government Body or authority that may seem conducive to the Company's objects and to apply for, promote, and obtain from any person, firm, company or Government or Government body or authority any contracts, concessions, privileges, charters, decrees and rights which the Company may think is desirable and to carry out and exercise and comply with same.
- (m) To act as agents, brokers and as trustees for any person, firm or company and to establish agencies and branches and appoint agents and others to assist in the conduct or extension of the Company's business.
- (n) 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 spouse 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.

- (o) To purchase or otherwise acquire and undertake all or any part of the business, property, goodwill, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (p) To undertake and execute the office of nominee, trustee, executor, administrator, registrar, secretary, committee or attorney for any purpose and either solely or jointly with others and generally to undertake, perform and fulfill any office of trust or confidence.
- (q) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company in whatever form and on such terms as the Company may determine.
- (r) To establish, promote or otherwise assist any company and to promote or otherwise assist any person or firm for the purpose of acquiring all or any of the properties and/or liabilities or for furthering any of the objects of this Company or for the purpose of instigating or opposing any proceedings or applications which may be considered necessary, advantageous or useful to the Company.
- (s) To apply the whole or any part of the assets properly vested in the Company whether capital or income (i) in or towards payment of the expenses of the Company, or (ii) for or towards all or any of the purposes aforesaid or hereinafter mentioned.
- (t) To procure the Company to be registered or recognised in any place outside Ireland.
- (u) To take over from existing trustees and hold either alone or jointly, all or any existing charitable or benevolent funds, investments and bursaries established for or used in connection with these objects or objectives or the community or social services or allied undertakings.
- (v) To do all such other things as may to the Company in its absolute discretion be deemed incidental or conducive to the attainment of the above main object.

All of the objects are entirely independent of each other and none of the objects shall be deemed to be subsidiary to any the other objects.

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

And it is hereby declared that in the construction of this clause the word "company", except where used in reference to this 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 and the intention is that the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be in no ways restricted by reference to or interference from the terms of any other paragraph or the name of the Company.

Provided that the Company shall not support with its funds or endeavour to impose or procure to be observed by its members or others any regulation or restriction which if an object of the Company would make it a trade union.

USE OF INCOME AND PROPERTY

6. The income and property of the Company shall be applied solely towards the promotion of the main object set out in this memorandum. 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 the members of the Company. However, nothing shall prevent any payment in good faith by the Company of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Company; but so that no member of the Board of Directors of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the company to any member of such Board of Directors, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company; provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Board of Directors may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

7. No addition, alteration or amendment shall be made to or in the provisions of this Memorandum for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners and the FIH.

LIMITED LIABILITY

8. The liability of the members is limited.

GUARANTEE

9. Every member of the Company entitled to attend and vote at general meetings of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and 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 €1.27.

DISSOLUTION

10. If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liability, any property whatsoever, it shall not be paid to or distributed among the members of the Company. Instead, such property should 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 its or their income and property among its or their members to an extent at least as great as it imposed on the Company under or by virtue of clause 6 of this Memorandum. Members of the Company entitled to attend and vote at general meetings of the Company shall select the relevant institution or institutions at or before the time of dissolution and if insofar as effect cannot be given to such provision, then the property shall be given or transferred to some charitable object.

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

We, the several persons whose names and addresses are subscribed, wish to be formed into a Company in pursuance of this memorandum of association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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

**CONSTITUTION
of
IRISH HOCKEY COMPANY LIMITED BY GUARANTEE**

ARTICLES OF ASSOCIATION

The following regulations shall apply to the Company.

INTERPRETATION

“the Act” means the Companies Act 2014;

“Hockey Ireland” means the Company, Irish Hockey Company Limited by Guarantee;

“the Board” refers to the Board of Directors of the Company;

“the Chairman” means the Chairman of the Board of Directors of the Company;

“the Finance Officer” means the person elected to fulfil this role within the Company;

“the directors” means the members of the Board of Directors of the Company, or the directors present at a meeting of the Board of Directors and includes any person occupying the position of director by whatever name called;

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

“the President” means the President of Hockey Ireland as elected by the Full Members;

“the Vice President” means the Vice President of Hockey Ireland as elected by the Full Members;

“Provincial Branch” means the Connacht Branch, the Leinster Hockey Association Limited, the Munster Branch Irish Hockey Association and the Ulster Hockey Union;

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

“the Seal” means the Common Seal of the Company;

“the FIH” means the International Hockey Federation;

“Full Members” means the members of Hockey Ireland pursuant to Article 2 and the Chairman;

“Associate Members” means associate members of Hockey Ireland pursuant Article 5 or Article 7.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.

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. Words in the singular include the plural and vice versa and words in one gender include any other gender.

MEMBERS

1. For the purpose of registration the number of the members of the Company is declared unlimited.
2. (a) Full Membership of Hockey Ireland shall be open to all clubs situated in Ireland wishing to participate in the game of hockey. For the purposes of membership all provincial branches as recognised by the Board shall be deemed to be full and separate Full Members. Any Full Member shall be bound by the Articles and Memorandum of Incorporation of Hockey Ireland.

(b) Full Membership shall be by affiliation through the appropriate provincial branch. For the purposes of full membership, the Irish Hockey Umpires Association, second level education committee and third level education association(s) each will be deemed to be a Full Member.

(c) Each Full Member shall forward to the CEO by 30th June each year, the name, postal address, email address and telephone number of its Honorary Secretary to whom all correspondence shall be sent and similar details of other positions as deemed necessary from time to time by the Board.

(d) Hockey Ireland hereby authorises four (4) distinct membership areas in Connacht, Leinster, Munster and Ulster each of whose membership may not be less than five (5) clubs. Where membership falls below this number the remaining clubs may each affiliate to an adjoining province as may be convenient to the clubs concerned.
3. Subject to the provisions of subsections 32(4) and 32(5) of the Act, the rights and liabilities attaching to any Full Member of the Company may be varied from time to time by a Special Resolution of the Company.
4. Full Membership of the company shall cease:
 - a) On the dissolution of a club or a provincial branch or association or committee;
 - b) If the Full Member resigns by notice in writing to the Secretary at the registered office.
5. Any person, legal or otherwise who shall pay such an associate membership fee to the Company as is prescribed by the Board of Directors, is entitled to become an Associate Member of the Company.
6. Associate Members shall be given such rights and privileges as may be determined by the directors. For the avoidance of doubt Associate Members are not Full Members of the Company and shall not be entitled to be entered into the register of members, save where they become Full Members of the Company in accordance with Article 2.
7. Without prejudice to the generality of the foregoing Articles 5 and 6, any person who is:
 - (a) a member of a Club; or
 - (b) within a category of persons as may be determined by the Board from time to time as being eligible to become an Associate Member

who shall pay such associate membership fee to the Company as is prescribed by the Board of Directors, may be entitled to become an Associate Member of the Company. Associate Membership shall be by affiliation through a Club or, in the case of any persons within the categories referred to in Article 7(b) above who are not a member of a Club, in the manner prescribed by the directors from time to time.

8. Associate Members shall be entitled to receive notice of and attend (but not to vote) at general meetings of the Company and shall be given such other rights and privileges as may be determined by the directors.
9. An Associate Member shall cease to be a member:
 - (a) if the Associate Member resigns by notice in writing to the Secretary at the registered office;
 - (b) where the associate membership is by affiliation to a Club pursuant to Article 7(a), on the Associate Member ceasing to be a member of the Club or on dissolution of the Club;
 - (c) where associate membership is by virtue of Article 7(b), on the Associate Member ceasing to be within the relevant category or on such category no longer being eligible for associate membership as determined by the Board; or
 - (d) or on the Associate Member being expelled as a member of Hockey Ireland.

GENERAL MEETINGS

10. All general meetings of the Company shall be held on the island of Ireland.
11. The company shall hold a general meeting in every calendar year as its AGM at such time and place as may be determined by the Directors and shall specify the meeting as such in the notices calling it provided that every AGM except the first shall be held not more than fifteen months after the holding of the last preceding AGM and that so long as the Company holds its first AGM within eighteen months of the date of incorporation, it need not hold it in the year of its incorporation.
12. All general meetings other than AGM shall be called Extraordinary General Meetings.
13. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened by such requisitionists as provided by section 178 of the Act. If at any time there are not within Ireland sufficient Directors capable of acting to form a quorum, any Director may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

14. Subject to sections 181 and 191 of the Act, an AGM and a meeting called for the passing of a special resolution shall be called by twenty one (21) days' notice 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 fourteen (14) days' notice 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 place, the day and the hour of meeting and, in the case of special business, the general nature of that business, and shall be given in the manner herein mentioned, to such persons as are, under the Articles of the Company, entitled to receive such notices from the Company; but, with the consent of the Auditors and of all the

Full Members having the right to vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than AGM or meeting to pass a special resolution, a meeting may be convened by such notice as those Full Members may think fit.

15. 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.

PROCEEDINGS AT GENERAL MEETINGS

16. All business shall be deemed to be special that is transacted at an Extraordinary General Meeting and all business that is transacted at an AGM shall also be deemed to be special, with the exception of the consideration of the Income and Expenditure Account and Balance Sheet, the Reports of the Directors and the Auditors, the election of the Directors and the appointment of, and the fixing of the remuneration of, the Auditors.
17. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided twenty five (25) Full Members personally present shall constitute a quorum.
18. 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 Full 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 Full Members present shall be a quorum.
19. The Chairman of the Board of Directors shall preside as Chairman at every general meeting of the Company, or if he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting.
20. If at any meeting no Director is willing to act as Chairman or if no director is present within 15 minutes after the time appointed for holding the meeting, the representatives of Full Members present shall choose one of their number to be Chairman of the meeting.
21. The Chairman may, with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
22. At all meetings voting shall normally be by a show of hands but any suitable method may with the consent of the meeting, by a simple majority, be adopted. Each person entitled to vote will be issued with a voting card at the commencement of the meeting or on arrival after the start of the meeting having signed the attendance record. Only holders of a voting card may vote by whichever means of voting is determined by the meeting. A declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
23. Subject to section 193 of the Act, a resolution in writing signed by all the Full Members for the time being entitled to attend and vote on such resolution at a general meeting 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.

VOTES OF MEMBERS

24. Every Full Member shall be entitled to one vote.
25. No member other than a Full Member duly registered, shall be entitled to vote on any question, at any general meeting.
26. 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 Chairman of the meeting whose decision shall be final and conclusive.
27. In the case of equality of votes the Chairman shall have a further or casting vote in addition to the vote to which he is entitled as a Full Member of the Company.

DIRECTORS

28. Number of Directors

There shall be a maximum of twelve (12) Directors and a minimum of eight (8) Directors with adequate representation of each gender on the Board. At any time there shall be at least two (2) Directors from each gender.

29. Appointment and Rotation of Directors

The first Directors shall be appointed by the subscribers to the Memorandum of Association and they shall hold office until the first AGM of the Company at which they shall retire but shall be eligible for re-election. At every subsequent AGM one-third of the directors for the time being or, if their number is not a multiple of three then the number nearest to one-third, shall retire from office. The directors to retire in every year shall be determined in the following order:

- (a) firstly, those whose term of office has expired;
- (b) thereafter, those who are the longest in office since their last election;
- (c) thereafter, as between persons whose last election was on the same date, the longest in office continuously since their appointment;
- (d) thereafter, as between person whose last election and appointment were on the same date, as may be agreed between such persons or, in the absence of such agreement, as may be determined by the Board.

A retiring director shall be eligible for re-election subject to Article 43 (*Director Term of Office*).

30. Chairman and Finance Officer

Of those appointed and elected, one shall be elected as Chairman and one as Finance Officer.

31. *Remuneration and Expenses*

No remuneration shall be payable under any circumstances to any of the Directors in respect of his services as Director, or on any Committee of the Directors to which the directors may delegate powers under Article 51 (*Committees*). The Directors may be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the directors or any Committee of the Directors or general meetings of the Company or in connection with the business of the Company.

32. *Bye Laws*

The Directors may from time to time make, vary and repeal Bye Laws for the regulation of the affairs of the Company and the conduct of its officers, servants and members, and such Bye Laws may prescribe the subscription to be paid by Full Members and Associate Members and the privileges to be enjoyed by any member, provided that no Bye Law shall be made which is inconsistent with the provisions of the Act or the Memorandum and Articles of Association for the time being of the Company or which would amount to such an addition to or alteration of these Articles as could legally only be made by special resolution passed and confirmed in accordance with the Act. Any Bye Law or amendment or variation made to Bye Laws pursuant to this Article 32 shall have force and effect until the next following AGM, at which time such Bye Law, amendment or variation shall cease to have effect unless ratified by an ordinary resolution of the Full Members at the AGM.

33. *Attorneys*

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 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.

34. *Execution of Instruments*

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.

35. *Minutes*

The Directors shall cause proper minutes to be kept of all appointments of staff made by the Directors and of the proceedings of all meetings of the Company and of the directors and of Committees of the Directors and all business transacted at such meetings, and any such minutes of any meetings, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting shall be sufficient evidence without further proof of the facts therein stated.

36. *Alternates and Proxies*

Directors may not appoint any person as their alternate or their proxy to attend or vote at Directors meetings in their place.

BORROWING POWERS

37. 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.

DISQUALIFICATION OF DIRECTORS

38. The office of Director shall be vacated if:
- a) The Director holds any office or place of profit under the Company; or
 - b) the Director is adjudged bankrupt in the Republic of Ireland or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
 - c) the Director becomes restricted or disqualified from being a director by reason of any order made under Chapters 3 or 4 of Part 14 of the Act; or
 - d) the Director becomes of unsound mind; or
 - e) the Director resigns his office by notice in writing to the Company; or
 - f) the Director fails to attend 3 consecutive meetings or 60% of meetings in a year unless the Directors determine otherwise; or
 - g) the Director is convicted of an indictable offence; or
 - h) the Director is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in the manner required by section 231 of the Act or Article 39.

CONFLICT OF INTEREST

39. It shall be the duty of a Director who is directly or indirectly interested in a contract or proposed contract with the Company to declare the nature of his interest at a meeting of the directors of the Company. The Director concerned must make the declaration required by this Article at the meeting of the directors at which the question of entering into the contract is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract, at the next meeting of the directors held after he became so interested, and in a case where the Director becomes interested in a contract after it is made, the said declaration shall be made at the first meeting of the directors held after the director becomes so interested. A general notice given to the directors of the Company by a Director to the effect that he is a member of a specified company or firm and is to be regarded as interested in any contract which may, after the date of the notice, be made with that Company or firm, shall be deemed to be a sufficient declaration of interest in relation to any contract so made. The Director so concerned must:
- a) Withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - b) Not be counted in the quorum for that part of the meeting; and
 - c) Withdraw during the vote and have no vote on the matter nor seek to influence the vote of any other directors in the matter.

40. A copy of every declaration made and notice given pursuant to Article 39, shall within three (3) days after the making or giving thereof, be entered in a book kept for this purpose. Such book shall be open for inspection without charge by any Director, secretary, auditor or Full Member of the Company at the registered office of the Company and shall be produced at every general meeting of the Company, and at any meeting of the directors if any Director so requests in sufficient time to enable the book to be available at the meeting.
41. It shall be the duty of a Director who is directly associated with a club or provincial branch that has a particular interest in a matter to be considered by the Directors to declare the nature of the interest at the first meeting of the Directors at which the matter is first taken into consideration. The director so concerned must, unless the directors otherwise determine:
- a) Withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - b) Not be counted in the quorum for that part of the meeting; and
 - c) Withdraw during the vote and have no vote on the matter nor seek to influence the vote of any other Directors in the matter.

PROCEEDINGS OF DIRECTORS

42. Appointment of Chairman and Finance Officer

At the first board meeting following the AGM a Chairman and Finance Officer shall be determined from among the board members for such period of office as may be determined by the Board subject to Article 43 (*Director Term of Office*).

43. Director Term of Office

Subject to Article 29 (*Appointment and Rotation of Directors*), all Directors shall be elected for a term of three (3) years and may be re-elected for up to a maximum of six (6) years unless (in the reasonable opinion of the Board) there are exceptional circumstances, in which case the Board may determine that such Director may stand for election for a further three (3) year period. For the purposes of this Article 43, exceptional circumstances shall include (but are not limited to) circumstances where there is an insufficient number of candidates nominated at an AGM and willing to act, such that either the total number of Directors appointed or the number of Directors of one gender appointed would fall below the minimum numbers specified in Article 28 (*Number of Directors*). A Director may stand for election again provided that at least two (2) years have elapsed from the end of their previous term in office.

44. Increase to Number of Directors

The Company may from time to time by ordinary resolution increase or reduce the number of directors within the parameters set out in Article 28 (*Number of Directors*).

45. Removal of a Director

The Company may by ordinary resolution of which extended notice has been given in accordance with section 146 of the Act remove any Director before the expiration of his period of office, notwithstanding anything in these articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

46. Appointment of Replacement Director

The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 44 (*Removal of a Director*). Without prejudice to the powers of the Directors under Article 56 (*Appointment of Director by the Board*), a person appointed in place of a Director so removed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

47. *Board Meetings*

The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, save that they shall hold at least six meetings each year. Proposals arising at any meeting shall be decided by a majority of votes. In case of equality of votes the Chairman shall have a second or casting vote. Two (2) Directors may, and the Secretary shall, on the requisition of two Directors, summon a meeting of the Directors

48. *Quorum*

The quorum necessary for the transaction of the business of the Directors shall be 50% of the current members plus one (1).

49. *Absence of a Quorum*

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.

50. *Board Meeting Chair*

If at any meeting the Chairman is not present within 15 minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

51. *Committees*

The Directors may delegate any of its powers to committees consisting of such member or members of the Directors and such other persons as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Directors. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Directors so far as applicable and so far as the same shall not be superseded by any regulations made by the Directors.

52. *Committee Chair*

The Directors shall appoint a chairman of each committee. If at any meeting the chairman is not present within 15 minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.

53. *Committee Meetings*

A committee may meet and adjourn as it thinks proper. Proposals arising at any meeting shall be determined by a majority of votes of the members present, and when there is an equality of votes, the chairman shall have a second or casting vote.

54. *Validity*

All acts done by any meeting of the directors or by any person acting as a member of the Directors or any committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such person acting as aforesaid, or that he or any of the Directors was disqualified, be as valid as if every such person had been duly appointed.

55. *Written Resolutions of the Directors*

A resolution in writing signed by all the Directors or any committee of the Directors who are entitled to receive notice of a meeting of the Directors or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Directors or of such committee duly convened and constituted.

56. *Appointment of Directors by the Board*

The Directors may at any time appoint any person to the Board of Directors either to fill a casual vacancy or as an additional director where such director has skills or expertise reasonably deemed to be required by the Board and provided that the prescribed maximum is not thereby exceeded. Any director so appointed shall retain his office only until the next Annual General Meeting but shall be eligible for re-election.

SECRETARY

57. The Secretary shall be appointed by the Directors for such term and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.
58. 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.

CHIEF EXECUTIVE OFFICER

59. A CEO may be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any CEO so appointed may be removed by them. The Directors shall put in place arrangements for the line management of the CEO and for the monitoring and appraisal of his performance.
60. The CEO shall not be a Director, but shall be entitled to attend all meetings of the Directors (except where his own remuneration or performance is being discussed) and shall act as principal adviser to the Directors.

PRESIDENT AND VICE PRESIDENT

61. At the AGM the Full Members shall elect a:
 - a) President who shall hold office for two years only from the date of such meeting. Thereafter he will not be eligible for re-election during the period of two (2) years immediately following his Presidency. A simple majority of those present and voting at such AGM shall be required to elect or re-elect the President. The President is not a member of the Board;
 - b) Vice President who shall hold office for two years only from the date of such meeting. Thereafter he will be eligible for election as President immediately

following his Vice Presidency but will not be eligible to stand again as Vice President for a period of two (2) years. A simple majority of those present and voting at such AGM shall be required to elect or re-elect the Vice President. The Vice President is not a member of the Board.

THE SEAL

62. 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 Directors for the purpose.

ACCOUNTS

63. The Directors shall cause proper books of account 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.

64. 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.

65. The books of account shall be kept at the office or at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.

66. 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 of the Company except as conferred by statute or authorised by the directors or by the Company in general meeting.

67. The Directors shall from time to time in accordance with Part 6 of the Act 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.

68. 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 and auditors' report shall, not less than twenty one (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.

69. Annual audited accounts shall be made available to the Revenue Commissioners on request.

AUDIT

70. Auditors shall be appointed and their duties regulated in accordance with Chapters 18 and 19 of Part 6 of the Act.

NOTICES

71. A notice may be given by the Company to any Member either personally, or by sending it by post to him to his registered address, or by sending it by e-mail to the address provided by him. 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 been effected in the case of a notice of a meeting at the expiration of 72 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. Where a notice is sent by e-mail, service of the notice shall be deemed to be effected by properly addressing and sending a message containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the message containing the same is sent and in any other case at the time at which the message would be delivered in the ordinary course of e-mail.
72. Notice of every general meeting shall be given in any manner hereinbefore authorised to:
- a) Every Full Member;
 - b) Every Associate Member; and
 - b) The auditor for the time being of the Company.
73. No other person shall be entitled to receive notices of general meetings.

GENERAL

74. The Directors may determine disciplinary regulations, rules and the rules of such other competitions as are within the control of the Company. These shall be sent to each provincial branch and shall bind all officials and members of teams and squads selected by the Company, and all persons (including teams selected by other persons, clubs or provincial branches) engaged in matches or other events organised by or under the auspices of the Company.
75. The Company condemns the use of prohibited substances or methods, a practice generally known in sport as doping. The rules of the Company regarding doping are the Irish Anti-Doping Rules as adopted by the Irish Sports Council and, as amended from time to time. The rules contained in the said Irish Anti-Doping Rules shall have effect and be construed as the anti-doping rules governing Hockey in Ireland. These rules shall be binding on all persons who participate in Hockey played under the jurisdiction of the Company, or of the Provincial Branches and Clubs insofar as these are not inconsistent with the FIH Anti-Doping Regulations.
76. Hockey Ireland is committed to the wellbeing of all its participants and adheres to the Code of Ethics and Good Practice for Children's Sport as laid out by the ISC and Sport NI. Hockey Ireland endorses vetting and its legislative requirements which will be implemented in respect of the Bye-Laws.
77. Hockey Ireland respects the rights, dignity and worth of every person and will treat everyone equally within the context of hockey, regardless of age, ability, gender, race, ethnicity, religious belief, sexuality or social/economic status.

AMENDMENT

78. These articles may be altered only at a general meeting. Notice of any proposed alterations must be given by resolution of the Board of Directors or in writing to the secretary at least twenty-eight (28) days before the date of the meeting.

79. No addition, alteration or amendment shall be made to or in the provisions of these articles for the time being in force, unless the same shall have been previously approved in writing by the Revenue Commissioners and the FIH.