

**COMPANIES ACT 2014**

**COMPANY LIMITED BY GUARANTEE**

**CONSTITUTION**

**OF**

**IRISH ATHLETIC BOXING ASSOCIATION**

**MEMORANDUM OF ASSOCIATION**

**of**

**IRISH ATHLETIC BOXING ASSOCIATION LIMITED**

**(As amended by special resolution dated 4th November 2015)**

**(As amended by special resolution dated 22 November 2019)**

1. The Name of the Company is **IRISH ATHLETIC BOXING ASSOCIATION LIMITED**
2. The Company is deemed to be a company limited by guarantee to which Part 18 of the Companies Act 2014 applies.
3. (a) The main objects for which the Company is established are:
  - (i) To foster and develop boxing in Ireland and moral, social and physical education generally as set out under IABA Regulations as defined
- (b) The following objects set out hereafter are exclusively subsidiary and ancillary to the main objects set out above and these objects are to be used only for the attainment of the main objects and gain generated therefrom is to be applied for the main objects only.

- (i) To acquire and take over all or any parts of the assets and liabilities of the present unincorporated body known as the “Irish Amateur Boxing Association”.
- (ii) To acquire and takeover all or any part of the assets currently held in Trust for the Company pursuant to the Declaration of Trust dated the 19<sup>th</sup> January 2005 made by John Lynch, Sean McLoinnsigh, Chris Kirwan, Joe Christle, Harry Perry, Don Allen and Brian Byrne (“the Trustees”).
- (iii) The Promotion and holding of boxing tournaments and championships;
- (iv) Granting permission for the holding of tournaments and championships;
- (v) Allotting championships to bodies affiliated to the Company, or substantially comprising of the ordinary members of the Company, at national, provincial, county and club level as desirable and with the approval of the board of directors;
- (vi) To promote or take part in International contests and to further the position of Irish Boxing at International level in any way that is desirable

- (vii) To select individuals and teams to take part in International Competition
- (viii) To strive to involve the members of the Company in the activities of the Company and in promotion and attainment of the main objects;
- (ix) To advance, organise and control the sport of boxing in Ireland;
- (x) To be the sole arbiter in Ireland with reference to rules, championships, international competitions, disputes and other matters relating to the sport of boxing in Ireland under IABA Regulations.
- (xi) To set and maintain the standards required of coaches, controllers, planners and event organisers at various levels;

**IT IS HEREBY DECLARED** that the Company shall not support with its funds or procure to be observed by its members or others any regulation or restriction which would, if such were an object of the Company, make it a trade union.

4. The following are the powers of the Company:

- (a) To promote and further the main objects of the Company by way of boxing tournaments, meetings, discussions, publications or by such other means as may be deemed desirable or necessary.

- (b) To negotiate and enter into agreements as necessary for the furtherance of the objects of the company;
- (c) To advertise and make known the Company and its main objects, purposes and aims by such means as may be deemed expedient, and to fundraise;
- (d) To act as trustees of any property real or personal for any of the main objects of the Company, or for any other purpose that may seem conducive to the main objects of the Company.
- (e) To purchase, take on lease, exchange, hire or otherwise acquire any real or personal property that may be legally held, and any rights or privileges which the Company may think necessary or convenient for the purposes of its undertaking.
- (f) To invest and deal with the monies and property of the Company not immediately required in such manner as may from time to time be determined. Prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of 5 (five) years.
- (g) To borrow and raise money including, without limitation, by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock or other securities of any description and to pay or provide for brokerage, commission and underwriting in respect of any such issue.
- (h) To secure or otherwise collateralise on such terms and in such manner as may be thought fit, any indebtedness or obligation of the Company, either with or without the Company receiving any consideration or benefit, whether by personal covenant

of the Company, or by mortgage, charge, pledge, assignment, trust or any other means involving the creation of security over all or any part of the undertaking, assets, property, rights, goodwill and revenues of the Company of whatever kind both present and future or by way of transfer of title to any of such undertaking, assets, property, rights, goodwill and revenues.

- (i) To guarantee the payment of any debts or the performance of any contract or obligation of any company or association or undertaking or of any person and to give indemnities of all kinds and to secure any such guarantee and any such indemnity in any manner and in particular (without limitation) either with or without the Company receiving any consideration or benefit by the creation of charges or mortgages (whether legal or equitable) or floating charges or the issue of debentures charged upon all or any of the undertaking, assets, property, rights, goodwill and revenues of the Company both present and future.
  
- (j) To draw, make, accept, endorse or issue promissory notes and other negotiable instruments.
  
- (k) To accept stock or shares in, or the debentures, mortgages or other securities of any other company in payment or part payment for any services rendered, for any sale made to, or debt owing from any such company, whether such shares shall be wholly or only part paid up, and to hold and retain or re-issue with or without guarantee, or sell, mortgage or deal with any stock, shares, debentures, mortgages or other securities so received, and to give by way of consideration for any of the acts and things aforesaid, or property acquired, any stock, shares, debentures, mortgages or other securities of this or any other company.

- (l) To sell or dispose of any undertaking or property of the Company or any part thereof for such consideration as the Company may think fit.
- (m) To sell, improve, manage, develop, exchange, lease mortgage, charge, dispose of, turn to account or otherwise deal with all or any of the property and rights of the Company.
- (n) To acquire and become registered proprietors of copyrights and trademarks and any other form of intellectual property.
- (o) 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 dependants 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.
- (p) To procure the Company to be registered or recognised in any Country, State or place and to comply with any Conditions necessary or expedient to enable the company to carry out its main object in any Country, State or place provided that all areas of administration thereof shall be carried on in Ireland.

- (q) To effect insurance in relation to the premises property or activities of the members of the Company;
  - (r) To prosecute or defend any action in law relating to the Company or officers or members thereof;
  - (s) To appeal for, collect and receive money on behalf of the Company;
  - (t) To develop, publish and administer the rules of boxing in Ireland provided such rules are in compliance with IABA-regulations;
  - (u) To comply with statutory regulations and obligations relating to National Governing Bodies.
  - (v) To do all such other lawful things as are incidental or conducive to the attainment of the main objects of the Company.
5. The income and property of the Company shall be applied solely towards the promotion of the main objects of the Company 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 the 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 herein shall prevent the payment in good faith by the Company of:



- a) reasonable and proper remuneration to any member, officer or servant of the company (not being a Director) in return for services actually rendered to the company;
  - b) interest at a rate not exceeding 1% above the Euro Interbank Offered Rate (Euribor per annum on money lent by any member to the company;
  - c) reasonable and proper rent for premises demised or let by any member (including any Director) to the company;
  - d) the repayment of reasonable and proper out-of-pocket expenses incurred by any Director in connection with their attendance to any matter affecting the Company;
  - e) fees, remuneration or other benefit in money or money's worth to any company of which a Director may be a member holding not more than one hundredth part of the issued capital of such company.
6. No addition, alteration or amendment shall be made to the provisions of the main object clause, the income and property clause, the winding up clause, the keeping of accounts clause or this clause of the Constitution for the time being in force:
- (1) unless such amendments have been previously submitted to and approved in writing by the Revenue Commissioners; or
  - (2) which would contravene section 1180 of the Companies Act 2014.
7. The liability of the members is limited.
8. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the Company 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 of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding €1 (one euro).

9. If upon the winding up or dissolution of the Company 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 the Company. Instead, such property shall be given or transferred to some other company or companies having objects similar to the objects of the Company (which objects comply with paragraph (a) of section 1180(1) of the Companies Act 2014) and which shall meet the requirements of paragraph (b) of section 1180(1) of the Companies Act 2014 and 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 the Company under or by virtue of Clause 5 hereof. The members of the Company shall select the relevant company or companies to which its property is to be so given or transferred at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then the property shall be given or transferred to some other company or companies (being a charitable institution or institutions) selected by the members of the Company the objects of which are charitable. 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.
  
10. Annual audited accounts of the Company shall be kept and made available to the Revenue Commissioners on request.

# ARTICLES OF ASSOCIATION

of

## IRISH ATHLETIC BOXING ASSOCIATION LIMITED

(As amended by special resolution dated 4<sup>th</sup> November 2015)

(As amended by special resolution dated 22 November 2019)

**(As amended by special resolution dated 2023)**

### 1. DEFINITIONS

In these Articles, the following terms shall have the following meanings:

<b>Words</b>	<b>Meanings</b>
“Act”	The Companies Act, 2014
“Acts”	The Companies Act, 2014 and every statutory modification and re-enactment thereof for the time being in force, including all enactments which are to be read as one with, or construed or read together as one with, the Act.
“AIBA”	The International Boxing Association
“Articles”	The Company’s Articles of Association, as originally framed or as amended and in force from time to time.
“Board”	The Company’s Board of Directors

<b>“Boxing”</b>	The sport of boxing as set out under IBA regulations.
<b>“Constitution”</b>	The Company’s Constitution, comprising the Memorandum and Articles as originally framed or as amended and in force from time to time.
<b>“Directors”</b>	The directors for the time being and from time to time of the company or the directors present at a meeting of the board of directors.
<b>“AIBA”</b>	The International Boxing Association
<b>“AIBA Regulations”</b>	The AIBA Statutes, the AIBA Bylaws, the Technical & Competition Rules issued by AIBA from time to time, the AIBA Code of Ethics, the AIBA Disciplinary Code and Procedural Rules and the AIBA Anti-Doping Code;
<b>“Memorandum”</b>	The Company’s Memorandum of Association, as originally framed or as amended and in force from time to time
<b>“Office”</b>	The registered office for the time being and from time to time of the Company
<b>“Register”</b>	the register of Members to be kept as required by Section 169 of the Act
<b>“Rules”</b>	The Rules for the time being of the Company
<b>“Seal”</b>	the common seal of the Company

**“Secretary”** any person appointed to perform the duties of the Secretary of the Company and includes an assistant or an acting secretary for the time being

## **2. INTERPRETATION**

- a) No “optional provision” as defined by section 1177(2) of the Act shall apply to the Company.
- b) The powers and discretions set out in these Articles are to be used only for the attainment of the main objects of the Company as set out in Clause 3 of the Memorandum of Association and any income generated from the exercise of the said powers and discretions is to be applied for the objects of the Company only.
- c) Expressions in these Articles referring to writing shall be construed, unless the contrary intention appears, as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.
- d) Expressions in these Articles referring to execution of any document shall include any mode of execution whether under a seal or under hand.
- e) Unless specifically defined herein or the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Acts but excluding any statutory modification thereof not in force when these Articles become binding on the Company.
- f) The heading and captions included in these Articles are inserted for convenience of reference only and shall not be considered a part of or affect the construction of interpretation of these Articles.

- g) References in these Articles to any enactment or any section or provision thereof shall mean such enactment, section or provision as may be amended and may be from time to time and for the time being in force.
- h) In these Articles, unless the context otherwise requires, words importing any gender shall include all genders, and the singular number shall include the plural, and vice versa, and words importing persons shall include firms or companies.

### **3. MEMBERS: GENERAL PROVISIONS**

- 3.1 The subscribers to the Memorandum and such other persons as shall be admitted to Membership in accordance with these Articles, and none others, shall be members of the Company and shall be entered in the Company's register of Members accordingly.
- 3.2 The conditions relating to membership are set out in the Rules and each Member shall comply with the provisions of the Rules applicable.
- 3.3 A register shall be kept by the Company containing the names and addresses of all the Members, together with such other particulars as may be required by the Acts.
- 3.4 Members have rights and obligations as set out under the Rules and the Constitution

### **4. MEMBERSHIP**

4.1 Members of the Company shall be;

- a) Each of the Board of Directors
- b) Affiliated Clubs
- c) Affiliated County Boards
- d) The four affiliated Provincial Councils
- e) Any of the following entities which have affiliated to IABA:-
  - i) The Army Athletic Association
  - ii) The Garda Siochana Athletic Association

- iii) The P.S.N.I. Athletic Association
- iv) The Irish Universities Boxing Association
- v) The Irish Third Level Boxing Association
- vi) Other affiliated Associations approved by the Board.

4.2 Only Member clubs listed at 4.1(b) have the right to vote at general meetings

4.3 Honorary membership may be conferred by the Board. Honorary members shall not be voting members.

4.4 Individuals who are members of one of the Members bodies listed at 4.1 are bound by the Rules.

## **GENERAL MEETINGS**

5. All General meetings of the Company shall be held in the State.
6. An annual general meeting shall be held once in every year, not later than the 10<sup>th</sup> of October in each year. In exceptional circumstances, not more than fifteen months shall elapse between the date of the AGM and the holding of the last preceding annual general meeting.
7. The business of the annual general meeting shall include:
  - (a) the consideration of the company's statutory financial statements and the report of the directors and the report of the statutory auditors on those statements and that report;
  - (b) the review by the members of the company's affairs;
  - (c) the authorisation of the Board to approve the remuneration of the statutory auditors;
  - (d) the holding of elections;
  - (e) the appointment and reappointment of statutory auditors;

- (f) the receiving of reports from the Board
- 8. All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 9. In addition, an extraordinary general meeting of the Company will be convened on the written requisition, with cause stated, of one or more Members holding, or together holding, at the date of the deposit of the requisition, not less than 10 per cent of the total voting rights of all the Members having, at the date of deposit, the right to vote at general meetings of the Council, as provided by section 178 (as modified by section 1203 in the case of a company limited by guarantee) of the Act. Such meeting shall be held within forty-two days of requisition.

#### **NOTICE OF GENERAL MEETINGS**

- 10. Subject to the Provisions of the Acts an annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days notice in writing at least and any other meeting of the Company shall be called by 14 days' notice in writing at the least. The notice shall be exclusive of the date 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 the meeting and in the case of special business the general nature of that business and shall be given the manner hereinafter mentioned to such persons as are under these Articles entitled to receive such notices from the Company.
- 11. 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 shall not invalidate the proceedings at that meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**



12. All Members listed in Article 4 shall be entitled to attend and receive notice of a general meeting. Members listed at 4(b)-(e) are entitled to nominate two delegates from their organisation to attend any general meeting of the Company. Each Member must notify the Company Secretary in writing of the names and addresses of its two delegates prior to the general meeting. Such notification shall be received by the Company Secretary not less than seven days before the meeting is due to take place. No delegate shall be entitled to represent more than one Member organisation. No delegate shall be entitled to represent any member unless they have been duly appointed by the member organisation to act on its behalf. A delegate list will be prepared of those persons who are entitled to attend and who have responded and only those persons on the list of authorised attendees will be admitted to the meeting in accordance to procedures set out in the Rules.
13. Only those Affiliated Clubs listed at 4(b) shall each be entitled to vote at general meetings. Each Affiliated Club shall be invited to nominate two delegates to attend general meetings and cast the vote on its behalf. If the notification does not specify the name of the voting delegate, the voting delegate shall be determined by the order in which the delegates arrive at the meeting, the first arriving at registration being provided with the voting papers on behalf of the Affiliated Club.
14. The CEO may attend and participate in general meetings but shall not be entitled to vote.
15. The Board may invite others to attend any general meeting but any such persons shall not be entitled to vote.
16. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting with the exception of the consideration of the accounts, balance sheets, and the reports of the Directors and the auditors, the election of Directors in the place of those retiring, the reappointment of the retiring auditors and the fixing of the remuneration of the auditors.

17. No business shall be transacted at any general meeting unless a quorum is present. At least 40 affiliated Member Clubs represented in person by their delegates shall be a quorum for all purposes other than for an amendment to Rules which shall require at least 60 affiliated Member Clubs present represented in person by their delegates.
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 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 Members may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present shall be a quorum.
19. The Chair, if any, of the Directors, shall preside as Chair at every general meeting of the company, or if there is no such Chair, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chair, the vice chairman, if any, of the Directors if he is present and willing to act shall be chairman of the meeting, failing which the Members present shall choose one of their number to be Chair of the meeting.
20. The Chair 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 the meeting is adjourned for thirty days more, notice of the adjourned meeting shall be given in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of any adjournment or of the business to be transacted at the adjourned meeting.

21. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded:

(a) by the Chair; or

(b) by any Member or Members present in person and representing not less than one tenth of the total voting rights of all the Members having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the Chair that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book of the 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, that resolution. The demand for a poll may be withdrawn.

22. Except as provided in Article 22 if a poll is duly demanded it shall be taken in such manner as the Chair directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

23. Where there is an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

24. A poll demanded on the election of a Chair, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chair of the meeting directs, and any business other than that upon which a poll has been demanded may proceed with pending the taking of the poll.

25. A resolution in writing (other than one in respect of which extended notice is required by the Acts to be given) signed by all Members for the time being entitled to attend and vote on such resolution at a general meeting (or being

bodies corporate by their duly appointed 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. Any such resolution may consist of several documents in the like form each signed by one or more Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed representatives).

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 Chair of the meeting whose decision shall be final and conclusive.

#### **THE DIRECTORS**

27. The number of Directors shall be 10 and shall be not less than 3, or such other number as the Company in general meeting may from time to time determine.
28. Directors may be paid all such reasonable expenses as may be properly incurred in their 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 affairs of the Company and provided same are properly vouched.

#### **BORROWING POWERS**

29. The Directors may without any limitation as to amount exercise all 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.

## **POWERS AND DUTIES OF THE DIRECTORS**

30. The business and affairs of the Company shall be managed by the Board of Directors. The Board of Directors shall be constituted as set out in these Articles and the Rules and save as otherwise provided in these Articles, carry out its functions in accordance with the Rules. The Board of Directors 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 the provisions of the Acts and of these Articles and to such directions, being not consistent with the aforesaid provisions, as may be given by the Company in general meeting; but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction had not been given.
  
31. Without prejudice to the general powers and authorities conferred by these Articles or any statute on the Directors, the Directors are hereby empowered to make, vary and repeal all such Rules, policies and procedures as they may deem necessary or expedient or convenient for the proper conduct and management of the affairs of the Company. The Directors shall adopt such means as provided for in the Rules as they deem sufficient to bring to the notice of the Members all such Rules, policies, procedures, and variations and repeals hereof and all such Rules, policies and procedures so long as they are in force shall be binding upon all the Members of the Company provided always that no Rules, policies and procedures, shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or Articles of Association of the Company or constitute such an amendment of or addition to these Articles as could lawfully be made only by special resolution.
  
32. The Directors may from time to time, and at any time, by power of attorney under the seal of appoint any company, firm or person or any fluctuating 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 such 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 power 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 sub-delegate all or any of the powers, authorities and discretions vested in him.

33. A Director who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration, if his interest then exists, or in any other case at the first meeting of the Directors after he becomes so interested. A General notice given by a Director to the effect that:

(a) he is a member of a specified company or firm and is to be regarded as interested in all transactions with such company or firm; or

(b) he is regarded as interested in any transaction which may be made after the date of the notice with a specified person who is connected with him (within the meaning of section 26 of the Companies Act, 1990); shall be sufficient declaration of interest under this Article, and after such general notice is given it shall not be necessary to give any special notice relating to any subsequent transaction with such company or firm, provided that either the notice is given at a meeting of the Directors or the Director giving the notice takes reasonable steps to secure that it is brought up and read at the next meeting of the Directors after it is given.

34. A Director may not vote in respect of any contract, appointment or arrangement in which he is interested.

35. All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case

may be, in such manner as the Directors shall from time to time by resolution determine.

36. The Directors shall cause minutes to be made in books provided for the purpose:
- (a) of all appointments of officers made by the Directors;
  - (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
  - (c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of Committees of Directors.

#### **DISQUALIFICATION OF THE DIRECTORS**

37. The office of Director shall be vacated automatically if a Director

- a) resigns by writing under his hand;
- b) becomes an employee of the Board, a paid consultant or adviser to the Board or provides for profit any other services to the Board;
- c) is adjudicated insolvent or bankrupt or makes any arrangement or compromise with his or her creditors or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction;
- d) becomes or is deemed to be the subject of a disqualification order within the meaning of Part 14 of the Act;
- e) becomes subject to a declaration of restriction under section 819 of the Act;
- f) can no longer be reasonably regarded as possessing adequate decision-making capacity by reason of his or her health;
- g) is convicted of an indictable offence unless the Board otherwise determine;

- h) is directly or indirectly interested in any contract with the Board and fails to declare the nature of his interest in the manner required by section 231 of the Act;
- i) or is removed by an ordinary resolution passed in general meeting of the Board in accordance with section 146 of the Act; and
- j) is requested in writing by all of the other Directors of the Board to resign.

## **APPOINTMENT AND ROTATION OF DIRECTORS**

38. The Directors of the Company shall consist of:
- a) One President: Elected by members at the AGM.
  - b) Four Provincial Representatives: One Elected from each of the four Provinces
  - c) Two Member Representatives: Elected by members at the AGM.
  - d) One Chair: Appointed by the Nominations Committee.
  - e) ~~Two~~ Four Directors: Appointed by the Nominations Committee.
39. The elections and appointments procedures for Directors are as set out in the Rules.
40. The eligibility criteria for Directors shall be as set out in the Rules.
41. Subject to the provisions of rotation set out in these Articles the following terms of office shall apply to Directors:
- 41.1. The term of office for the Chair shall be for a three (3) year term. No person who has been Chair of the Board for a period of six (6) years or more shall be eligible for any appointment as Chair.
- 41.2. The term of office of all other Directors (including the President) shall be for a two (2) year term. No person shall serve more than three (3) two



(2) year terms consecutively being a maximum of six (6) years consecutively following which a break of at least two (2) years shall be required to entitle any person to become eligible for election and/or appointment for one final two (2) year term.

41.3. No person who has been a Director of the Board (including the President) for a period of eight (8) years or more at any time shall be eligible for election or appointment to the Board.

42. Notwithstanding any other provision in these Articles at each annual general meeting of the Company, a minimum of one of the Directors for the time being shall retire from office. The Directors to retire in every year shall be those who have been longest in office but as between persons who become Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.
43. A retiring Director shall be eligible for re-election or re-appointment unless a result of the re-election he shall exceed the terms of office set out in these Articles
44. The rotation provisions shall be deemed to have been complied with in any year where any Director has retired due to the coming to an end of a specified term as a Director as agreed between himself and the company and recorded in writing.
45. The Company, at the meeting at which a Director retires, may fill a vacated office and in default the retiring Member shall if offering himself for re-election and, if eligible for re-election, be deemed to have been re-elected unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Member has been put to the meeting and lost.
46. The Company may from time to time by ordinary resolution increase or reduce the number of Directors and may also determine in what rotation the increased

or reduced number is to go out of office. The Company may from time to time by ordinary resolution change the length of terms for which directors may serve.

47. The Directors shall have power at any time, and from time to time, to appoint any person to a Director, wither to fill a casual vacancy or as an addition to the existing Members, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next annual general meeting, and shall then be eligible for election and/or appointment, but shall not be taken into account in determining the Members who are to retire by rotation at such meeting.
48. The Company may by ordinary resolution of which extended notice has been given in accordance with the Acts remove any Director before the expiration of this 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.
49. The Company may by ordinary resolution appoint another person in place of a Director removed from office. Without prejudice to the powers of the Directors, the Company in general meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Member. A person appointed in place of a Member so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Member on the day on which the Member in whose place he appointed was elected a Member.
50. All Directors shall remain in position until the general meeting has completed its business. All incoming Directors shall take up position on completing company documentation required following the closing of the meeting.

## **PROCEEDINGS OF THE DIRECTORS**

51. The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes save in the case of changes to the Rules which require at least a two thirds majority. In case of an equality of votes, the Chair shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.
52. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be five provided five persons are personally present. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretion for the time being exercisable by the Directors.
53. The continuing Directors may act notwithstanding any vacancy in their body but, if necessary and so long as their number is reduced below the number fixed pursuant to these Articles as the necessary quorum of the Directors, the continuing Director or Directors may act for the purpose of increasing their number, or of summoning a general meeting of the Company, but for no other purpose.
54. A Chair shall be recommended for appointed to the continuing Directors following a process conducted by the Nominations and HR Committee and as set out under the Rules. The Directors shall approve such appointment. The Chair shall hold office for a three year term subject to a maximum period of six years. If at any meeting the Chair is not present within one hour after the time appointed for holding the same, the Directors present shall choose one of their number to be chair of the meeting. The Company shall not remain without an approved Chair for a period exceeding 6 (six) months,
55. The Directors may delegate any of its powers to a committee constituted in accordance with the Rules; any committee so formed shall in exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. The meetings and the proceedings of any such committee shall be governed by the provisions of these Articles regulating meeting and

proceedings of the Directors insofar as same are not superseded by any regulations made by the Directors.

56. The Directors shall appoint a chair of each Committee; if at any meeting the chair is not present within fifteen minutes after the time appointed for holding the same, the Members present may choose one of their number to be chair of the meeting.
57. All acts done by any meeting of the Directors or of a committee of the Directors, or by any person acting as a Director, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of such Director or of any Member of a committee or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or a Member of such committee as the case may be.
58. A resolution in writing signed by all the Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors. Such a resolution may (unless the Directors shall otherwise determine either generally or in any specific case) be transmitted by facsimile or telex provided that in the case of each such facsimile or telex the Secretary or a Director shall have endorsed the same with a certificate stating that he is satisfied as to the authenticity thereof. For the purpose of this Article the signature of an alternate Director shall suffice in lieu of the Director whom he represents.
59. (a) For the purposes of these Articles, the contemporaneous linking together by telephone or other means of electronic communication of a number of Directors not less than the quorum shall be deemed to constitute a meeting of the Directors, and all the provisions in these Articles as to meetings of the Directors shall apply to such meetings, provided that:

- (i) each of the Directors taking part in such a meeting must be able hear, and speak to, each of the other Directors taking part; and
    - (ii) at the commencement of such a meeting each Director must acknowledge his presence and that he accepts that the proceedings will be deemed to be a meeting of the Directors.
  - (b) A Director may not cease to take part in the meeting by disconnecting his telephone or other means of communication unless he has previously obtained the express consent of the chair of the meeting, and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he has previously obtained the express consent of the chair of the meeting to leave the meeting.
  - (c) A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chair of the meeting.
  - (d) The provisions of this Article shall apply, mutatis mutandis, to meetings of committees of the Directors.
60. The Secretary shall be appointed by the Directors for such term and at such remuneration (if any) and upon such conditions as they may think fit, and any secretary so appointed may be removed by the Directors.
61. Anything by the Acts or these Articles required or authorised to be done by or to the Secretary may be done by or to any assistant or acting secretary, or if there is no assistant or acting secretary capable of acting, by or to any officer of the Company authorised generally or specially in that behalf by the Directors provided that any provision of the Acts or these Articles requiring or authorising a thing to be done by or to the same person acting both as Director and as, or in the place of, the Secretary.

## **RULES**

62. The Rules shall provide for and govern all matters pertaining to membership. All Members shall be bound by the Rules.
63. The Rules also provide as necessary for structures such as the Council, , the Officer Board, Provincial Councils, County Boards, Clubs, Committees and all Rules as may be necessary to further the objects of the Company provided that no part of Rules made under the powers conferred by this Article which would amount to an amendment of, or an addition to, these Articles such as could only be made by Special Resolution is lawful.

## **SEAL**

64. 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**

65. The Directors shall cause to be kept such books of accounts as are necessary to comply with the provisions of the Acts. Proper books of account shall not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the Company's affairs and explain its transactions.
66. The books of account shall be kept at the Office or subject to the provisions of the Acts and in particular section 202 of the Companies Act, 1990 at such other place or places as the Directors think fit, and shall be open to the inspection of the Directors at all reasonable times.

67. The Directors shall from time to time determine whether and if so 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.
68. The Directors shall from time to time in accordance with the provisions of Acts cause to be prepared and to be laid before a general meeting of the Company such profit and loss accounts, balance sheets, group accounts (if any) and reports as may be necessary.
69. A copy of every balance sheet and profit and loss account which is to be laid before a general meeting of the Company (including every document required by law to be annexed thereto) together with a copy of every report of the Auditors relating thereto and of the Directors' report shall, not less than twenty-one days before the date of the meeting, be sent to every Member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices from the Company under the provisions of the Acts of these Articles.

## **AUDITORS**

70. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Acts and in particular section 160 to 163 of the Companies Act, 1990 (as amended).
71. Subject to the provisions of the Acts, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.

## NOTICES

72. Any notice to be given, served or delivered pursuant to these Articles shall be in writing and may be given to, served on or delivered to any Member by the Company:
- (a) by handing same to him or his authorised agent;
  - (b) by leaving the same at his registered address.
  - (c) by sending the same by post in a prepaid cover addressed to him at his registered address;
  - (d) by sending the same by email or other suitable electronic means at his email address noted in the Register of Members; or
  - (e) if deemed appropriate by the Directors by posting same in a visible location in all premises used by the Company.

The signature to any notice to be given by the Company may be written or printed.

73. (a) Where a notice is given, served or delivered pursuant to sub-paragraph (a) or (b) or (d) of Article 76, the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the Member or his authorised agent, left at his registered address or sent to his email address (as the case may be).
- (b) Where a notice is given, served or delivered pursuant to sub-paragraph (c) of Article 76, giving, service or delivery thereof shall be deemed to have been effected at the expiration of twenty-four hours after the cover containing it was posted. In proving service or delivery it shall be



sufficient to prove that such cover was properly addressed, stamped and posted.

- (c) Where a notice is posted pursuant to sub-paragraph (e) of Article 76 the posting of same in a visible location shall be deemed to have been effected at the time same was posted.
- (d) Every legal personal representative, committee, receiver, curator bonis or other legal curator, assignee in bankruptcy or liquidator of a Member shall be bound by a notice given as aforesaid if sent to the last registered address of such Member, notwithstanding that the Company may have notice of the death, lunacy, bankruptcy, liquidation or disability of such Member.
- (e) Without prejudice to the provisions of this Article, if at any time by reason of the suspension or curtailment of postal services within the State, the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised on the same day in at least two leading national daily newspaper published in the State and such notice shall be deemed to have been duly served on all Members entitled thereto at noon on the day on which the said advertisement or advertisements shall appear. In any such case the Company shall send confirmatory copies of the notice through the post to those Members whose registered addresses are outside of the State (if or to the extent that in the opinion of the Directors it is practical so to do) or are in areas of the State unaffected by such suspension or curtailment of postal services and if at least ninety-six hours prior to the time appointed for the holding of the meeting the posting of notices to Members in the State, or any part thereof which was previously affected, has become practical in the opinion of the Directors, the Directors shall send forthwith confirmatory copies of the notice by post to such Members. The

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

74. Notice of every general meeting shall be given in any manner herein authorised to:

- (a) Every Member;
- (b) the Auditor for the time being of the Company;

no other person shall be entitled to receive notices of general meetings and shall not receive same save as may be decided by the Board of Directors.

## **INDEMNITY**

75. Subject to the provisions of and so far as may be permitted by the Acts, every Director, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

76. Without prejudice to the foregoing the Directors shall procure that they will be covered by the General Insurance Policy of the Company and provided they

have acted honestly and in good faith in the discharge of their functions they shall not be personally liable for damages alleged or proved against him (or any associated legal costs) which have arisen from actions taken fulfilling his obligations under this deed. The Directors shall procure that this is at all times reflected in the General Insurance Policy.

## **DISPUTE RESOLUTION**

### **77. Just Sport Ireland**

- (a) The Rules set out the disciplinary procedures of the Company.
- (b) Subject to all internal avenues of appeal having been exhausted, this Article shall apply to any dispute or difference arising out of, in connection with or under these Articles of Association or any rules, codes, policies or equivalent of the Company. This shall include without limitation any dispute arising out of, under or in connection with the legality of any decision made or procedure used by the Company or any part of it.
- (c) Each such dispute or difference shall be referred to Just Sport Ireland (JSI) for final and binding arbitration by a single arbitrator in accordance with the JSI Arbitration Rules and in accordance with the Arbitration Act 2010 as amended.
- (d) This Article shall also apply to every participant and member of every Unit (as defined below). Each such participant or member is bound to refer any dispute or difference which remains unresolved after all internal avenues of appeal have been exhausted to JSI arbitration in accordance with sub-article (b) above.
- (e) The provisions of this Article shall apply notwithstanding any other provision to the contrary contained within these Articles of Association and/or any other rules, codes, policies or equivalent of the Company

and/or any Unit from time to time. This Article applies notwithstanding the level within the Company that any such dispute or difference occurs in the first instance.

- (f) The effect of this Article is to prohibit any party to such dispute or difference from commencing legal proceedings before the Courts.
- (g) For the purpose of this Article, “Unit” means any team, association, club or committee or sub committee or other grouping, association or entity of any type which is in turn a member, part of, affiliated to or governed by the Company.

#### **CHILD PROTECTION AND ANTI-DOPING**

- 78. The Company adheres to the child protection and anti-doping policies set out by Sport Ireland, Sport Northern Ireland and the laws of Ireland as amended from time to time and shall be read in conjunction with and form part of these Articles of Association and the Rules.

#### **79. RELATIONSHIP WITH AFFILIATES**

- (a) The Company shall affiliate annually to the IBA and shall be bound by the IBA Regulations in accordance with the Rules
- (b) The Board shall appoint The Chair and President to represent the Company at the IBA Congress. If either are unavailable he/she will appoint a delegate(s) from the board as his/her replacement.

#### **RELATIONSHIPS WITH OTHER PROFESSIONAL BOXING ORGANIZATIONS**

80 The Company cannot be a member of or affiliated to any professional boxing or professional combat sport organization or body (other than APB and World Series of Boxing).

81. **Compliance with IBA Regulations**

(a) The Company and each member is subject to the IBA Regulations and must always comply with all of the IBA Regulations. Where there is any discrepancy between these Articles and the IBA Regulations, the IBA Regulations will prevail.

(b) Following any amendment to the IBA Statutes or Bylaws, the Company shall update these Articles to ensure that they comply fully with the IBA Statutes and Bylaws.

82. **Court of arbitration for sport**

(a) In respect of its relationship with AIBA, the Company in accordance with the Rules recognises the Court of Arbitration for Sport (CAS), with headquarters in Lausanne, Switzerland, as the authority to resolve appeals against decisions made in accordance with the World Anti-Doping Code only.

(b) The Company recognises the jurisdiction of CAS in relation to any dispute covered by the Olympic Charter.

(c) The Company, its boxers and officials must comply with the decisions passed by CAS.”