



FENCING
I R E L A N D

CONSTITUTION

**Memorandum of Association
&
Articles of Association**

Last updated: 11 June 2018

MEMORANDUM OF ASSOCIATION

1 The name of the company is Fencing Ireland (the “Company”).

2 The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014.

3 **Objects**

3.1 Main Object

The principal objects for which the Company is established are:

- (a) To carry on the business of running the national governing body for the sport and art of fencing in Ireland and to carry on all activities in relation to same;
- (b) To promote the practice and play of fencing and all types of physical training and development of all other athletic sports, games and exercises of every description, outdoor and indoor and any other games, sports and recreation of every description related thereto.
- (c) To promote, provide for, regulate and manage fencing competitions, contests, and matches, international or otherwise, in Ireland or elsewhere, and to do or provide for all and any such matters and things as may be considered necessary for or ancillary to the comfort, conduct, conveyance, or benefit of players and of the public, or of any other persons concerned or engaged in such competitions, contests or matches.

3.2 As the organisation recognised by Fédération Internationale d’Escrime (the International Fencing Federation - the “FIE”) as the body responsible for the administration of the sport of fencing in Ireland, the Company is responsible for overseeing the adoption and implementation of the Irish Code of Ethics and Good Practice of Children’s Sport by our members. In pursuance of the above objectives the Company shall:

- (a) endeavour to provide a positive and safe environment for all its members;
- (b) have a focus which continues to emphasise the overall development, safety, health and welfare at all levels within the sport;
- (c) enforce, through its rules and regulations, the Irish Anti-Doping Rules as published by Sport Ireland as amended from time to time;
- (d) co-operate and comply with the regulations of the FIE and the European Fencing Confederation (“EFC”) and to co-operate with such other sporting associations as the Company shall from time to time approve;
- (e) promote, through its rules and regulations, adherence to the Code of Ethics and Good Practice for Children’s Sport as published by the relevant authorities in Ireland and as amended from time to time, particularly in respect of recruiting and managing those dealing with children;
- (f) promote, through its rules and regulations, adherence to the Child Welfare and Protection Policies issued by the relevant regulatory authorities in Ireland and as amended from time to time;
- (g) ensure all clubs with child members are fully affiliated and compliant with our child protection policies; and
- (h) appoint a National Children’s Officer/Designated Person/s.

4 Powers

4.1 In furtherance exclusively of fulfilling the foregoing principal object and so that any income generated therefrom is to be applied for the principal object only, the Company may exercise the following powers:

- 4.1.1 To raise funds and help raise funds for any charitable purpose;
- 4.1.2 To act as consultant or adviser to any person or body in relation to the above activities;
- 4.1.3 To promote and further the principal object of the Company by conferences, public or private meetings, discussions, publications, conducting studies and surveys, or by such other means as may be deemed desirable or necessary;

- 4.1.4 To promote, establish, co-operate with, or become a member of any charitable association, institution or body whatsoever and whether established or incorporated in Ireland or elsewhere having objects or purposes wholly or partially similar to those of the Company;
- 4.1.5 To advertise and make known the Company and its principal object, purposes and aims by such means as may be deemed expedient, and to solicit, receive and hold donations, subscriptions, gifts and bequests of all kinds;
- 4.1.6 To invest the moneys of the Company not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law, and the doing of all such other things as are incidental or conducive to the attainment of the foregoing principal object. Prior permission to be obtained from the Revenue Commissioners where it is intended to accumulate funds for a period in excess of two (2) years;
- 4.1.7 To take over, purchase, lease, exchange, hire or otherwise acquire any real, leasehold or personal property and to sell or dispose of the undertaking or property of the Company or any part thereof for such consideration as the Company may think fit, to lease, mortgage, exchange, develop, enfranchise, turn to account or otherwise deal with all or any of the property and rights of the Company;
- 4.1.8 To receive grants, donations, contributions, subscriptions, and generally to manage, invest, develop and expend all properties and money belonging to the Company;
- 4.1.9 To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property, both present and future, and to purchase, redeem and pay off such securities provided that such borrowings or security are effected for the purpose of advancing the foregoing principal object of the Company;
- 4.1.10 To act as trustees of any property, real or personal, for any purpose that may seem conducive to the furtherance of the principal object of the Company and to undertake and administer any charitable trust;
- 4.1.11 To accept, take over, or otherwise acquire all such cups, shields and other prizes as may be approved by the Company and to provide for the proper custody, insurance, protection, exhibition, awarding, distribution, or loan of or other dealings with all or any of the same;
- 4.1.12 To guarantee the performance of contracts or obligations and the repayment of moneys borrowed by the Company or any other person or body of persons having a principal object similar to that of the Company;
- 4.1.13 To engage in any kind of publicity for the purpose of fostering the principal object of the Company and to print, publish and distribute and arrange for the printing, publication and distribution of any literature, newspapers, periodicals, books or leaflets as the Company may think fit;
- 4.1.14 To apply for, promote, or obtain any order or statute to enable the Company to carry its objects into effect, or for any other purpose it may deem expedient;
- 4.1.15 To promote, commence or oppose any proceedings or applications which may seem calculated, directly or indirectly, to advance, appertain to or prejudice the interests of the Company;
- 4.1.16 To employ such personnel as the Company may think desirable or necessary for the furtherance of its principal object;
- 4.1.17 To open, maintain, operate and close an account or accounts with a bank or banks or similar financial institutions and to draw, make, accept, endorse or issue promissory notes and other negotiable instruments;
- 4.1.18 Subject to the provisions of paragraph 7 of this Memorandum, to remunerate any person, firm or company rendering services to the Company;
- 4.1.19 To pay all or any expenses incurred in connection with the formation, promotion or incorporation of the Company, or to contract with any person, firm, body or company to pay the same;
- 4.1.20 To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or any corporation, company or person, association or other body, that may seem to be in furtherance of

the Company's principal object.

- 4.1.21 To grant pension, 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 payment towards insurance and to form and contribute to provident and benefit funds of the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects;
 - 4.1.22 To acquire and become registered proprietors of copyrights and trademarks and any other form of intellectual property, being incidental or conducive to the attainment of the foregoing principal object;
 - 4.1.23 To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others;
 - 4.1.24 To do all such other lawful things and to exercise all other powers as are incidental to or are considered by the Company to be desirable or conducive to the attainment of the foregoing principal object of the Company insofar as they may be done by a person or persons established for charitable purposes and not otherwise;
 - 4.1.25 To co-operate with or assist any salle d'armes or club in any way which the Company shall think proper, and to enter into or adopt any agreement or arrangement with such salle d'armes or club;
 - 4.1.26 To provide by rules, regulations and bye-laws or otherwise, for deciding and settling all differences that may arise between salles d'armes, clubs or players or any persons who are members of, or alleged to be members of, or are employed or engaged by, any such salles d'armes or clubs or any other persons in reference to due compliance with the laws of the game, or the rules, regulations, or bye-laws of the Company or to contracts or to any other matter of dispute or difference arising between such associations, clubs or persons or any of them, and whether the Company is concerned in such dispute or difference or not, and to make such provisions for enforcing any award or decision as the Company shall think fit;
 - 4.1.27 To co-operate with the Fédération Internationale d'Escrime, the European Fencing Confederation and any other international governing body in all matters relating to international or other competitions or otherwise relating to the sport of fencing or the rules or regulations affecting the same;
 - 4.1.28 To make, adopt, vary and publish rules, regulations, bye-laws and conditions for the regulation of fencing or otherwise, and to take all such steps as shall be deemed necessary or advisable for enforcing such rules, regulations, bye-laws and conditions;
 - 4.1.29 To formulate and publish from time to time rules for the conduct of fencing contests and exhibitions in Ireland;
 - 4.1.30 To group all fencers within its jurisdiction for the purposes of conducting local and national championships and competitions or events designed to awaken and maintain interest in competitive fencing as well as in the art of fencing as a cultural pursuit and an exercise. To create and maintain relations with fencing bodies and committees and other organisations interested in promoting international competition and sport or in the advancement of sport;
 - 4.1.31 To build, construct, maintain, alter, remove or rebuild any buildings, officers and dwelling houses and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage and control the same, or join others in so doing;
 - 4.1.32 To promote, support or assist in all or any athletic contests or sports for which any property of the Company may be available, or which may be determined on or approved by the Company;
 - 4.1.33 To draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes and other instruments so as to be negotiable or transferable by delivery or to order or otherwise;
- 4.2. provided that the Company shall not support with its funds or endeavour to impose on 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.

5 **Limited Liability clause**

The liability of the Members is limited.

6 **Guarantee clause**

Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he or she is a member or within one year after he or she ceases being a Member, for payment of the debt and liabilities of the Company contracted before he or she ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding €1.

7 **Application of the Company's income and property**

The income and property of the Company shall be applied solely towards the promotion of the main objects of the Company as set forth in this Memorandum of Association. No portion of the Company's income or 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:

- 7.1 reasonable and proper remuneration to any Member, officer or servant of the Company for any services actually rendered to the Company;
- 7.2 interest at a rate not exceeding five per cent, per annum (5%) on money lent by Directors or other Members of the Company to the Company; or
- 7.3 reasonable and proper rent for premises demised or let by any Member of the Company (including any Director) to the Company.

No member of the company's Board, council of management, or executive committee, by whatever title called, shall be appointed to any salaried office of the company or to any office of the company paid by fees. No remuneration or other benefit in money or money's worth shall be given by the company to any member of such Board, council or committee, other than:

- 7.4 the repayment of out-of-pocket expenses, or
- 7.5 interest at five per cent per annum (5%) on money lent to the Company, or
- 7.6 reasonable and proper rent for premises demised or let to the Company, or
- 7.7 a payment to a company of which a member of the Board, council or committee may be a member holding not more than one per cent of the capital of that company, such member not to be bound to account for any share of profits he may receive in respect of such a payment.

8 **Winding Up**

If upon the winding up or dissolution of the Company there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall not be paid or distributed among the Members of the Company, but shall be given or transferred to some other institution or institutions having main objects similar to the main object(s) of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent that is as great as is imposed on the Company under or by virtue of paragraph 7 of this Memorandum (Application of income and property) hereof, such institution or institutions to be determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then to some charitable object.

9 **Restrictions on amendment to Memorandum and Articles of Association**

No addition, alteration or amendments of any kind shall be made to the main objects and/or the clauses concerning the application or income and property of the Memorandum of Association for the time being in force unless the same shall have been previously submitted to and approved by the Revenue Commissioners. No addition, alteration or amendment shall be made to the objects of the Company, such that there would be non-compliance with the requirements of section 1180(1) of the Companies Act 2014, as provided for in the provisions of this memorandum of association for the time being in force unless the same shall have been previously submitted and approved by the Registrar of Companies.

10 **Keeping accounts**

The Company shall keep annual accounts and on request , make available to the Revenue Commissioners said annual accounts..

ARTICLES OF ASSOCIATION

INTERPRETATION

1 Definitions and Interpretation

1.1 The “optional provisions” as such term is defined in section 1177(2) of the Act (with the exception of sections 43(2), 144(3)(a), 144(3)(c), 144(4), 148(2), 155(2), 155(3), 160(2), 160(6), 160(8), 160(10), 160(12), 182(2), 182(5), 187(2) to 187(8), 218(3) to 218(5), 1196(2) to 1196(7), 1197(2), 1199(8)) shall apply save to the extent that they are disapplied, modified or supplemented by these Articles.

1.2 In this Constitution, the following terms shall have the following meanings:

“the Act” means the Companies Act 2014;

“Adult Members” means a Member who is aged 18 years or older and who is not a Supporter Member, a Student Member or a Life Member

“the Articles” means these Articles of Association;

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

“the Company” means the above named Company;

“the Directors” means the directors for the time being of the Company or the directors present at any meeting of the Board and includes any person occupying the position of director by whatever name called and “Director” shall be construed accordingly;

“Life Member” means a person whom the Company has determined shall be a member of the Company for life;

“Member” means a person who is a member of the Company;

“the Office” means the registered office for the time being of the Company;

“Student Member” means a Member undertaking a full time second or third level education course and being aged 18 years or upwards;

“the Seal” means the common seal of the Company; and

“Youth Member” means a Member aged under 18 years.

1.3 References in these Articles to any enactment or any section or provision thereof shall mean such enactment, section or provision as the same may be amended and may be from time to time and for the time being in force.

MEMBERS

2 Number of Members

2.1 The number of Members with which the Company proposes to be registered is seven. The Directors may from time to time register a decrease or increase in the number of Members in accordance with the Act.

2.2 The following persons shall be eligible for Membership:

2.2.1 Adults over the age of eighteen who are actively fencing in Ireland;

2.2.2 Youths under eighteen who are actively fencing in Ireland;

2.2.3 Fencers participating in any other jurisdiction who hold Irish citizenship such that they compete as Irish in international competitions;

2.2.4 Fencers participating in any other jurisdiction who are a member of a governing body of fencing in that

other jurisdiction;

2.2.5 Any interested individuals who wish to support the objects of the Company whether by participating in the organisation of its events or not

provided that the Board may at its sole discretion accept or decline any application for membership.

2.3 Applications for registration as a member may be made directly to the Board online via the Company's website. The Board may at its sole and absolute discretion accept or decline any application for membership.

2.4 There shall be four categories of Members entitled to vote at general meetings strictly subject to Article 2.5.5, as follows:

2.4.1 Life Members

2.4.2 Adult Members

2.4.3 Student Members; and

2.4.4 Supporter Members

collectively the "Voting Members".

2.5 The following categories of Members shall have no entitlement to vote at general meetings, specifically:

2.5.1 Any Member holding a First membership (i.e. who is in the first year of their membership)

2.5.2 Youth Members; and

2.5.3 Any Member who has failed to discharge the annual subscription fee payable by Members for the year in which the general meeting is to be held

collectively the "Non-Voting Members".

3 **Members**

All Members (other than the subscribers to the Memorandum of Association) shall be admitted by the Board, and the Board may at its sole discretion accept or decline any application for Membership.

4 **Cessation of Membership**

Membership of the Company shall immediately terminate upon the happening of any of the following events:

4.1 on a Member's death;

4.2 if the member resigns by notice in writing to the Company. Any Member wishing to resign his membership of the Company shall give notice in writing of his intention to do so, addressed to the Board and sent by post to or deposited by hand at the Office, in accordance with section 1199(7) of the Act, or

4.3 if a member ceases to meet the criteria for eligibility for membership set out in Article 2 above;

4.4 if a member fails to discharge the annual subscription fee payable by Members for the year or any other prescribed levy within 6 months of the same becoming due; or

4.5 if a Member is requested to resign in accordance with these Articles.

5 **Expulsion from Membership**

5.1 If at any time the Board is of the opinion that it is in the interest of the Company to do so, the Board may by letter invite any Member of the Company to withdraw from membership within a time stated in the letter. Such letter must contain a statement of the reasons why it is proposed to invite such withdrawal from membership.

5.2 If the Member in question does not withdraw from membership within the time stated in the letter the Board may at its discretion either:

- 5.2.1 require the Member in question to resign his or her membership by serving upon that Member a notice terminating his or her membership to expire no earlier than the date of service of the notice; or
- 5.2.2 submit a resolution for the Member's expulsion to an extraordinary general meeting convened by the Board. Not less than 21 days' notice of such an extraordinary general meeting shall be given to the Members.
- 5.3 If the Board submits a resolution for the Member's expulsion to an extraordinary general meeting in accordance with Article 5.2.2 the Member in question shall be afforded an opportunity of answering the complaints against him and explaining his conduct verbally and in writing at such extraordinary general meeting and may be represented at the meeting by a person of his choice.
- 5.4 If no less than two thirds of the Members of the Company present and voting at such extraordinary general meeting shall vote in favour of the resolution to expel the Member in question, such Member shall thereupon cease to be a Member of the Company.
- 5.5 Voting upon such resolution shall be by show of hands provided however that the chairperson of the meeting or any three Members of the Company shall have power at such meeting to demand the vote to be taken by secret ballot.

6 **Subscription**

- 6.1 The Directors shall be entitled from time to time to determine any annual subscriptions to be payable by any Member, and the terms and conditions attaching to such subscriptions.
- 6.2 A former Member of the Company shall remain liable for all subscriptions (if any) and contributions due or imposed on him up to the date on which he shall cease to be a Member and shall not be entitled to a return of any money paid by him to the Company by way of subscription or otherwise.
- 6.3 No Member shall be entitled to vote at any general meeting unless all monies immediately payable by him to the Company have been paid.

GENERAL MEETINGS

7 **Annual General Meetings**

- 7.1 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting in that year and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.
- 7.2 The annual general meeting shall be held no later than the last day of August of each year at such time and place as the Board shall appoint.

8 **Extraordinary General Meetings**

- 8.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 8.2 The Board may, whenever it thinks fit, convene an extraordinary general meeting of the Company. An extraordinary general meeting of the Company shall also be convened by the Board on the requisition of the Members, as provided by section 178 of the Act or, in default by the Board, may be convened by such requisitionists.

9 **Quorum at General Meetings**

The quorum for general meetings shall be ten Members for the time being present in person or by proxy at the time when the meeting proceeds to business. If within half an hour of the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of the 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 Board may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.

NOTICE OF GENERAL MEETINGS

10 Length of an mode of giving notice

- 10.1 Subject to the Act, 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 the least, and a meeting of the Company (other than an annual general meeting or a meeting for the passing of a special resolution) shall be called by 7 days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting; the general nature of the business to be transacted at the meeting; the text and substance of any proposed special resolution; and any other matter required under section 181 of the Act to be contained in such notice. Such notice shall be given, in manner hereinafter mentioned, to such persons as are, under the Article entitled to receive such notices from the Company.
- 10.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.
- 10.3 For the purposes of section 218(3)(d) of the Act the use of electronic means to serve or give notice is permitted and each of the Members of the Company hereby consent to the use of electronic means in the form of email to serve or give notices in relation to them and further agree to provide the Company with an email address to which notices may be served or given.

11 Documents to accompany notice

- 11.1 With every notice of a general meeting at which a resolution of which due notice shall have been given is to be proposed there shall, for the purposes of voting on such resolution only, be furnish to each Member a proxy.
- 11.2 No Member present at a general meeting may hold more than 2 proxies. Anyone receiving more than 2 proxies may re-assign any additional proxies to such alternatives Member as specified in the proxy form.

PROCEEDINGS AT GENERAL MEETINGS

12 Business at General Meetings

- 12.1 The business to be conducted at annual general meetings shall be:
- 12.1.1 the adoption of the minutes of the preceding annual general meeting and of any general meeting held since the preceding annual general meeting;
 - 12.1.2 to receive the annual report of the Board;
 - 12.1.3 to receive the financial statements and report of the auditors (if any) on those statements;
 - 12.1.4 the appointment of the auditors (if any);
 - 12.1.5 the election of Directors;
 - 12.1.6 to consider and decide any resolution of which due notice shall have been given; and
 - 12.1.7 any other business.
- 12.2 The business described in subparagraphs 12.1.1 to 12.1.5 above shall be deemed ordinary business. The business described in subparagraph 12.1.6 above and all business transacted at extraordinary general meetings shall be deemed special.

13 Chairperson of General Meetings

The chairperson of the Board shall chair the general meetings of the Company, or if there is no such chairperson, 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 chairperson, the deputy chairperson, if any, of the Board if he is present and willing to act shall be chairperson of the meeting, failing which the Members present shall choose one of their number to be chairperson of the meeting.

14 Voting and Demand for Poll

- 14.1 Every Voting Member shall be entitled to receive notice of, and to attend at all general meetings of the Company and every Voting Member present in person or by proxy shall have one vote in respect of any resolution proposed thereat.
- 14.2 The Non-Voting Members shall not be entitled to receive notice of or to attend at all general meetings of the Company.
- 14.3 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 show of hands) demanded in accordance with the Act.
- 14.4 Where there is an equality of vote, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

15 **Written Resolution of Members**

A resolution in writing signed by all the Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.

THE BOARD

16 **Number of Directors**

- 16.1 Subject as hereinafter provided the membership of the Board shall not be less than three Directors nor more than ten Directors.
- 16.2 The Company may by ordinary resolution increase or reduce the number of Directors.

The Board shall be elected and retire in accordance with Article 17 below.

17 **Appointment and retirement of Directors**

- 17.1 The Directors shall have power at any time, and from time to time, to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed by these Articles (if any).
- 17.2 At every annual general meeting of the Company all of the Directors shall retire from office but each such Director may stand for re-election by the Members provided that a person who is appointed a Director at six consecutive annual general meetings, shall not be eligible for re-appointment at the next succeeding annual general meeting, but shall be eligible for election at the next succeeding annual general meeting thereafter.
- 17.3 The members shall be advised by email of the date of an annual general meeting 35 days beforehand. This email will invite nominations for the Board which must be received by the Company at least 28 days before the date of the annual general meeting. Notices for the meeting together with any resolutions, accounts and nominations for the Board shall be sent to the Members 21 days before it is held in accordance with Article 10.
- 17.4 The Members at an annual general meeting at which a Director retires may fill the vacated office by electing a person thereto, and in default, the retiring Director shall, if eligible in accordance with these Articles and offering himself 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 Director has been put to the meeting and lost.
- 17.5 If any Director shall die or resign or be disqualified, the Board may appoint a person to fill his place until the next annual general meeting. At such annual general meeting a person shall be elected specifically to fill such a vacancy.
- 17.6 The Company may from time to time by ordinary resolution increase or reduce the number of Directors.

18 **Remuneration of Directors**

No remuneration shall be payable to Directors in respect of services as Director, or on any committee of the Board to which the Directors may delegate powers. The Directors may be paid all travelling, hotel and other expenses properly incurred in connection with the affairs of the Company provided that same are properly vouched to the Board.

19 Powers of Directors

- 19.1 A Director shall not vote in respect of any contract or arrangement in which he is interested or any matter arising therefrom and if shall so vote, his vote shall not be counted, nor, so far as any such contract, arrangement or matter is concerned, shall he be counted in the quorum.
- 19.2 An alternate director shall be deemed to be an officer of the Company and shall not be deemed to be the agent of the Director appointing him.
- 19.3 For the purposes of section 228(1)(d) of the Act, the reasonable personal use by a Director of any property and any information or communications technology equipment of the Company and made available for use by the Director in connection with the business or affairs of the Company shall be permitted, subject to any restrictions imposed by the Company or the Board under contract or otherwise.
- 19.4 Nothing in Section 228(1)(e) of the Act shall restrict a Director from entering into any commitment which has been approved by the Board or has been approved pursuant to such authority as may be delegated by the Board in accordance with these Articles. It shall be the duty of each Director to obtain the prior approval of the Board, before entering into any commitment permitted by Sections 228(1)(e)(ii) and 228(2) of the Act.

20 Resignation of Directors

A Director may resign by giving notice in writing delivered to or sent by post to the Company Secretary (or in the case of the Company Secretary to the chairperson of the Board).

21 Vacation of office of Director

- 21.1 A Director shall cease to hold office if he or she:
- 21.1.1 is adjudged bankrupt in the State or in Northern Ireland or Great Britain or makes any arrangement or composition with his creditors generally; or
 - 21.1.2 is the subject of a declaration under section 819 of the Act or an order under sections 839-842 of the Act; or
 - 21.1.3 is convicted of an offence punishable by imprisonment (whether or not a suspended sentence) or is convicted of an indictable offence; or
 - 21.1.4 dies, or resigns by notice in writing to the Company; or
 - 21.1.5 by reason of health can longer be reasonably regarded as possessing adequate decision making capacity; or
 - 21.1.6 is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by section 231 of the Act; or
 - 21.1.7 except with the express permission of the Board, shall personally enter into any contract with the Company or receive from it any fee, profit, salary or emolument; or
 - 21.1.8 fails to personally attend at three (3) consecutive meetings of the Board.

22 Removal of Director

The Company may by ordinary resolution of which 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 which such Director may have for damages for breach of any contract of service between him and the Company.

23 Appointment of officers and other directors

- 23.1 The Director shall be elected by a general meeting in accordance with the following procedure:

- 23.1.1 An Honorary Chairperson, an Honorary Secretary and an Honorary Treasurer shall be elected by simple majority.
- 23.1.2 The remaining Directors shall then be elected by simple majority.
- 23.2 The Directors shall have the power to appoint the following officers from amongst their number:
 - 23.2.1 a person to be chairperson-elect of the Company intended to succeed the Chairperson at the next AGM of the Company subject to Article 17 (the "Chairperson Elect").
 - 23.2.2 a person to be company secretary-elect of the Company intended to succeed the Company Secretary at the next AGM of the Company subject to Article 17 (the "Company Secretary Elect").
 - 23.2.3 a person to be treasurer-elect of the Company intended to succeed the Treasurer at the next AGM of the Company subject to Article 17 (the "Treasurer Elect").
 - 23.2.4 such other officers as they shall deem necessary to enable the Board to efficiently carry on the business of the Company.
 - 23.2.5 any officer appointed pursuant to this Article 23 shall hold that office until otherwise determined by a resolution of the Board provided that no person may hold the position of chairperson, for a period in excess of three years and thereafter such person shall not be eligible for re-election to the same position for a minimum of two years.
- 23.3 If at any meeting the Chairperson is not present within 15 minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairperson of the meeting.
- 23.4 In the event of any of the Officers being unable to complete their complete term for whatever reason, the remaining Directors can appoint one of their number to assume those responsibilities until the next general meeting.

PROCEEDINGS OF THE BOARD

24 Meetings of the Board

- 24.1 The Board may meet together at such times (not being less than four occasions in every year) for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided that each Director shall be given reasonable notice in writing of each meeting of the Board. Two Directors may, or the Secretary on the requisition of two Directors shall, at any time summon a meeting of the Board.
- 24.2 The Directors may establish one or more committees consisting in whole or in part the members of the Board, which shall include the following:
 - 24.2.1 Youth Committee
 - 24.2.2 Selectors Committee
 - 24.2.3 Competitions Committee
 - 24.2.4 Such other committee(s) as the Board may see fit.
- 24.3 A committee of the Board may meet and adjourn as it thinks proper. Subject to the foregoing, the rules applicable to the meetings of the Board shall apply to meetings of any committee. Questions arising at any meeting shall be determined by a majority of votes of the members of the committee present. Where there is an equality of votes, the chairperson of the committee shall have a second or casting vote.

25 Quorum

The quorum for meetings of the Board shall be six Directors, present in person at the time when the meeting proceeds to business. The quorum for meetings of any committee of the Board shall be set out in the Bye-Laws.

26 **Proceedings**

- 26.1 The Directors may elect a chairperson of their meetings from among themselves, and shall determine the period for which he is to hold office, but if no such chairperson is elected, or if at any meeting the chairperson is not present within 15 minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairperson of the meeting.
- 26.2 Questions arising at any meeting of the Board shall be decided by a majority of votes of those present and entitled to vote. In case of an equality of votes the chairperson shall have a second or casting vote.
- 26.3 A Director may participate in a meeting of the Board by means of telephone or other similar communication whereby all persons participating in the meeting can hear each other speak and confirm this fact to the chairperson. A Director who participates in a meeting in this manner shall be deemed to be present in person at such meeting and shall form part of the quorum.
- 26.4 A resolution in writing signed by all the Directors, or by all the members of a committee of them, and who are for the time being entitled to receive notice of a meeting of the Board, or as the case may be, of such a committee, shall be as valid as if it had been passed at a meeting of the Board or such a committee duly convened and held.

THE SEAL

27 **The Seal**

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

ACCOUNTS

28 **Accounting records**

- 28.1 The Board shall, in accordance with Chapter 2 of Part 6 of the Act, cause to be kept adequate accounting records.
- 28.2 The Board shall from time to time in accordance with Part 6 of the Act cause to be prepared and laid before the annual general meeting of the Company such statutory financial statements and reports as are required by that Part to be prepared and laid before the annual general meeting of the Company.
- 28.3 A copy of the statutory financial statements of the Company for the financial year concerned (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 report of the Board and auditor's report shall, not less than twenty-one days before the date of the annual general meeting, be sent to every Member.
- 28.4 Proper books of account shall be kept by the Treasurer, and shall at all reasonable times be open to inspection by other members of the Board.
- 28.5 The Board 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 shall be open to inspection by the Members not being members of the Board, and no Member (not being a member of the Executive Committee) shall have any right or inspecting any account or book or documents of the Company except as conferred by Statute or authorised by the Executive Committee or by the Company in general meeting.

29 **Audit**

If required, auditors shall be appointed and their duties regulated in accordance with Part 6 of the Act.

NOTICES

30 **Mode of delivering notice**

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 may be sent to the Member by electronic means, including e-mail. 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 the notice of a meeting at the expiration of 25 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 electronic means, it shall be deemed to have been served or given 12 hours after despatch.

31 **Persons entitled to notice of general meetings**

31.1 Notice of every general meeting shall be given in any manner herein before authorised to:

31.1.1 every Voting Member

31.1.2 the Directors and the Company Secretary;

31.1.3 the auditors for the time being of the Company;

31.1.4 such other persons as the Board may at its discretion decide.

31.2 No other person shall be entitled to receive notices of general meetings.

INDEMNITY

32 **Indemnity**

Subject to section 235 of the Act, every officer for the time being of the Company shall be entitled to be indemnified out of the assets of the Company against any losses or liabilities which he or she may sustain or incur:

32.1 in defending any proceedings whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any proceedings or application referred to in or under sections 233 or 234 of the Act in which relief is granted to him or her by the court; and/or

32.2 in or about the execution of the duties of his or her office or otherwise in relation thereto.

DISPUTE RESOLUTION

33 **Dispute resolution: Just Sport Ireland**

33.1 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, bye-laws, 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.

33.2 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.

33.3 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 having been exhausted to JSI arbitration in accordance with Article 33.2 above.

33.4 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, bye-laws, codes, policies or equivalent of the Company a/ 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.

33.5 The effect of this Article is to prohibit any party to such dispute or difference from commencing legal proceedings before the Courts.

For the purpose of this Article 33, "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.

BYE-LAWS

34 Bye-laws and Regulations

- 34.1 The Board may from time to time by instrument under seal make and publish bye-laws in relation to the Company and where required and for the avoidance of doubt, the provisions of such bye-laws shall adhere to the principles of natural justice. The Company may at any time in like manner annul or vary any bye-laws so made, and all bye-laws so made and for the time being in force shall be binding on all the Members and shall have full effect accordingly.
- 34.2 These rules, regulations and bye-laws shall:
- 34.2.1 relate to the game of fencing, fencing contests and exhibitions in Ireland.
- 34.2.2 provide rules, regulations and bye-laws or otherwise, for deciding and settling all differences that may arise between salles d'armes, clubs or players or any persons who are members of, or alleged to be members of, or are employed or engaged by, any such salle d'armes or clubs, or any other persons in reference to due compliance with the laws of the game, or the rules, regulations or bye-laws of the Company or contracts or to any other matter of dispute or difference arising between such associations, clubs or persons or any of them, and whether the Company is concerned in such dispute or difference or not, and to make such provisions for enforcing any award or decision as the Company shall think fit.
- 34.3 The Board shall bring such bye-laws to the attention of Members in such manner and within such time as it may in its absolute discretion decide.
- 34.4 No bye-law shall be made which would amount to such an addition or alteration of these Articles as could only legally be made by special resolution passed in accordance with the Act.
- 34.5 In case of any conflict between these Articles and bye-laws made from time to time pursuant to these Articles, these Articles shall prevail.
- 34.6 The Board shall take such steps as are appropriate and necessary to enforce such bye-laws.